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No. 36]

NEW DELHI, AUGUST 28—SEPTEMBER 3, 2016, SATURDAY/ BHADRA 6— BHADRA 12, 1938

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 9 अगस्त, 2016

का.आ. 1785.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ बड़ौदा के महाप्रबंधक श्री अशोक कुमार गर्ग (जन्म तिथि 14.06.1958) को उनके पदभार ग्रहण करने की तारीख से 30.06.2018 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा.सं. 4/5/(1)2015-बीओ-I(पार्ट)/कं.सं.76820]

ज्ञानोत्तोष राय, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 9th August, 2016

S.O. 1785.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (1) of clause 3 and sub clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Ashok Kumar Garg (DOB:14.06.1958), General Manager, Bank of Baroda

as Executive Director, Bank of Baroda from the date of his taking over the charge of the post and upto 30.06.2018 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F.No. 4/5/(1)2015-BO-I(pt.)/C.No.76820]
JNANATOSH ROY, Under Secy.

नई दिल्ली, 9 अगस्त, 2016

का.आ. 1786.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खण्ड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के महाप्रबंधक श्री हिमांशु जोशी (जन्म तिथि 22.10.1958) को उनके पदभार ग्रहण करने की तारीख से 31.10.2018 तक अर्थात् अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, ओरियंटल बैंक आफ कामर्स में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा.सं. 4/5/(4)2015-बीओ-I(पार्ट)/कं.सं.76820]

ज्ञानोत्तोष राय, अवर सचिव

New Delhi, the 9th August, 2016

S.O. 1786.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (1) of clause 3 and sub clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Himanshu Joshi (DOB: 22.10.1958), General Manager, Punjab National Bank as Executive Director, Oriental Bank of Commerce from the date of his taking over charge of the post and upto 31.10.2018 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/5/(4)2015-BO-I(pt.)/C.No.76820]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 9 अगस्त, 2016

का.आ. 1787.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खण्ड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री राज कमल वर्मा (जन्म तिथि 07.02.1959) को उनके पदभार ग्रहण करने की तारीख से 28.02.2019 तक अर्थात् अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा.सं. 4/5/(2)2015-बीओ-I (पार्ट)/कं.सं.76820]

ज्ञानोत्तोष राय, अवर सचिव

New Delhi, the 9th August, 2016

S.O. 1787.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (1) of clause 3 and sub clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Raj Kamal Verma (DOB: 07.02.1959), General Manager, Bank of India as Executive Director, Union Bank of India from the date of his taking over charge of the post and upto 28.02.2019 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 4/5/(2)2015-BO-I(pt.)/C.No.76820]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 9 अगस्त, 2016

का.आ. 1788.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री दिनेश कुमार खारा (जन्म तिथि 28.08.1961) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक में प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा.सं. 2/1/2016-बीओ-I]

ज्ञानोत्तोष राय, अवर सचिव

New Delhi, the 9th August, 2016

S.O. 1788.—In exercise of the powers conferred by clause (b) of section (19) and Sub-Section (1) of Section 20 of the State Bank of India Act, 1955(23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Dinesh Kumar Khara (DOB: 28.08.1961) as Managing Director of State Bank of India for a period of 3 years from the date of his taking over charge of the post or until further orders whichever is earlier.

[F.No. 2/1/2016-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 9 अगस्त, 2016

का.आ. 1789.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, इण्डियन ओवरसीज बैंक के कार्यपालक निदेशक श्री पवन कुमार बजाज (जन्म तिथि 21.09.1958) को उनके पदभार ग्रहण करने की तारीख से 30.09.2018 तक अर्थात अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक आफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/2016-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 9th August, 2016

S.O. 1789.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Pawan Kumar Bajaj (DOB: 21.09.1958), Executive Director, Indian Overseas Bank as MD & CEO, United Bank of India w.e.f his taking over charge of the post and up to 30.09.2018 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earliest.

[F. No. 4/4/2016-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 20 अगस्त, 2016

का.आ. 1790.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. उर्जित आर. पटेल को दिनांक 04.09.2016 से तीन वर्ष की अवधि के लिए भारतीय रिजर्व बैंक के गवर्नर के पद पर नियुक्त करती है।

[फा.सं. 1/3/2013-बीओ-I]

गिरीश चन्द्र मुर्मू, अपर सचिव

New Delhi, the 20th August, 2016

S.O. 1790.—In exercise of the powers conferred by clause (a) of Sub-Section 1 read with Sub-Section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby appoints Dr. Urjit R. Patel, as Governor, Reserve Bank of India for a period of three years with effect from 04.09.2016.

[F.No. 1/3/2013-BO-I]

GIRISH CHANDRA MURMU, Addl. Secy.

(राजस्व विभाग)

नई दिल्ली, 16 अगस्त, 2016

का.आ. 1791.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन प्रवर्तन निदेशालय के सूरत उप-क्षेत्रीय कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/1/2016-एडी(हिन्दी-4)]

मीमांसक, संयुक्त निदेशक (राजभाषा)

(Department of Revenue)

New Delhi, the 16th August, 2016

S.O. 1791.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the Surat Sub Regional Office of the Directorate of Enforcement Under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2016-AD(HINDI-4)]

MIMANSAK, Jt. Director (O.L.)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1792.—केन्द्र सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हरियाणा राज्य सरकार, गृह विभाग दिनांक 4.2015 की अधिसूचना सं. 22/4/2015-3एचजी-I के तहत भारतीय दंड संहिता की धारा 420, 467, 468, 471 के साथ पठित भारतीय दंड संहिता की धारा 120-ख तथा सूचना प्रौद्योगिकी अधिनियम, 2000 की धारा 66घ के अधीन विभिन्न भारतीय नागरिकों और विदेश में रहे अप्रवासी भारतीयों के विरुद्ध किए गए घट्यंत्र, धोखाधड़ी और जालसाजी का मामला जिसमें धोखाधड़ी की राशि हरियाणा राज्य के विभिन्न स्थानों पर वेस्टर्न यूनियन या किसी अन्य एजेंसी के माध्यम से प्राप्त की जा रही है; दर्ज करने और अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार सम्पूर्ण हरियाणा राज्य पर करती है।

[फ. सं. 228/81/2014-एवीडी-II]

एल. पी. शर्मा, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 24th August, 2016

S.O. 1792.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana vide Home Department Notification No. 22/4/2015-3HG-I dated 4.2015, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment in the whole of the State of Haryana for registering and investigating a case of conspiracy, cheating and forgery U/s 120-B IPC R/w 420 IPC, 467 IPC, 468 IPC, 471 and Sec. 66 D of Information Technology Act, 2000 committed against various Indian citizens and NRIs staying abroad, in which cheated amounts are being received through Western Union or any other Agency at various places in the State of Haryana.

[F. No. 228/81/2014-AVD-II]

L. P. SHARMA, Under Secy.

नई दिल्ली, 26 अगस्त, 2016

का.आ. 1793.—केन्द्र सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गैडम कामा मार्ग, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई की सहमति से दिनांक 12.02.2016 के आदेश सं. पीएडब्ल्यू-0413/सीआर-247/वि. 6 द्वारा पुलिस स्टेशन लखानी, जिला भण्डारा (महाराष्ट्र) के यौन अपराध से बच्चों का संरक्षण अधिनियम, 2012 (2012 का अधिनियम सं. 32) की धारा 4 और 6 के साथ पठित भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 201, 302 व 376 के अधीन दर्ज अपराध सं. 40/2013 का अन्वेषण करने और उक्त मामले से संबंधित अपराधों से संबंधित प्रयास, दुष्प्रेरण और घट्यंत्रों की ओर उक्त तथ्यों से

उजागर होने के दौरान घटित अन्य किसी अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार महाराष्ट्र राज्य पर करती है।

[फा. सं. 228/55/2015-एवीडी-II]

एल. पी. शर्मा, अवर सचिव

New Delhi, the 26th August, 2016

S.O. 1793.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra, Home Department, Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya, Mumbai vide Order No. PAW-0413/CR-247/Spl. 6 dated 12.02.2016, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Maharashtra for the investigation of the case of Crime No. 40/2013, under section 201, 302 and 376 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with sections 4 and 6 of the Protection of Children from Sexual Offences Act, 2012 (Act No. 32 of 2012) of Police Station Lakhni, District Bhandara (Maharashtra) and attempts, abetments and conspiracies in relation to or in connection with the offences in the said case and any other offence committed in the course of same transaction or raising out of the same facts.

[F. No. 228/55/2015-AVD-II]

L. P. SHARMA, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 17 अगस्त, 2016

का.आ. 1794.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत निम्नलिखित कार्यालयों को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1. केंद्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय, तिनसुकिया, केंद्रीय विद्यालय, ओ.आई.एल. परिसर दुलियाजान, पोस्ट दुलियाजान, जिला- डिब्रुगढ़ (असम) - 786602
2. केंद्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय, गुडगाँव, के.वि. सं. 1 ए.एफ.एस. परिसर, सैकटर -14, गुडगाँव-122001
3. केंद्रीय विद्यालय सं.- 2, सोहना रोड, गुडगाँव, (हरियाणा) 122001
4. केंद्रीय विद्यालय भाकली, तहसील – कोसली, जिला- रेवाड़ी, हरियाणा - 123302
5. केंद्रीय विद्यालय, उभावाल, जिला संगरूर (पंजाब)

[सं.11011-3/2016-रा.भा.ए.]

सुखबीर सिंह संघृ, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O. L. UNIT)

New Delhi, the 17th August, 2016

S.O. 1794.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Human Resource Development, (Department of School Education & Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

1. Kendriya Vidyalaya Sangathan, Regional Office, Tinsukia, Kendriya Vidyalaya, OIL Campus Duliajan, Post-Duliajan, Distt. Dibrugarh (Assam) -786602
2. Kendriya Vidyalaya Sangathan, Regional Office, Gurgaon, K.V. No. 1 A.F.S. Campus, Sector-14, Gurgaon (Haryana)- 122001
3. Kendriya Vidyalaya No. 2, Sohna Road, Gurgaon (Haryana)- 122001
4. Kendriya Vidyalaya, Bhakli, Tehsil- Kosli, Distt- Rewari, Haryana-123302
5. Kendriya Vidyalaya, Ubhawal, Distt. Sangrur (Punjab)

[No. 11011-3/2016-O.L.U]

SUKHBIR SINGH SANDHU, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 अगस्त, 2016

का.आ. 1795.—राजीव गांधी पेट्रोलियम प्रौद्योगिकी संस्थान (आरजीआईपीटी) अधिनियम, 2007 के नियम 5 (1) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित व्यक्तियों को आरजीआईपीटी के पुनर्गठित अधिशासी मंडल में दिनांक 29.07.2016 से तीन वर्ष की अवधि के लिए या अगले आदेश होने तक, जो भी पहले हो, सदस्य नियुक्त करती है :

- i) श्री एस.पी. गथू, निदेशक (एचआर), बीपीसीएल
- ii) श्री डी.डी. मिश्रा, निदेशक (एचआर), ओएनजीसी
- iii) प्रो. पी. के. भारद्वाज, रसायन विभाग, आईआईटी, कानपुर

[फा. सं. जे-25021/13/2014-जन. (पार्ट)]

राज किशोर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th August, 2016

S.O. 1795.—In exercise of the powers conferred under Rule 5(1) of the Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Act 2007, the Central Government hereby appoints the following persons as Members on the reconstituted Board of Governors of RGIPT with effect from 29.07.2016 for a period of three years or until further orders, whichever is earlier :-

- (i) Shri S. P. Gathoo, Director (HR), BPCL
- (ii) Shri D.D. Mishra, Director (HR), ONGC
- (iii) Prof. P. K. Bhardwaj, Deptt. Of Chemistry, IIT, Kanpur

[F. No. J-25021/13/2014-Gen. (Pt.)]

RAJ KISHORE, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 1 सितम्बर, 2016

का.आ. 1796.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स थेराप्युटिक्स केमिकल रिसर्च कॉर्पोरेशन, 151 मान्चेश्वर इंडस्ट्रीयल इस्टेट, सेक्टर-ए, जोन-बी, भुवनेश्वर - 751010 को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की शासकीय राजपत्र भाग-II, खण्ड-3, उप-खण्ड (ii), में दिनांक 20 दिसम्बर, 1965 की अधिसूचना

सं. का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क, (समूह-1), अर्थात् लौह अयस्क और मैंगनीज अयस्क को क्रमशः नियात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप और धामरा पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) यह कि, उक्त एजेंसी खनिज और अयस्क समूह-I का नियात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का कार्यान्वयन करने के लिये उनके द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिए नियात निरीक्षण परिषद् द्वारा निमित्त नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) यह कि, यह एजेंसी इस अधिसूचना के अधीन अपने कार्यों के पालन में निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) नियात निरीक्षण परिषद द्वारा समय-समय पर लिखित रूप में दिए गए ऐसे निर्देशों से आबद्ध होंगी।

[फा.सं. 4/9/2016 - नियात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 1st September, 2016

S.O. 1796.—In exercise of the powers conferred by the sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes M/s. Therapeutics Chemical Research Corporation, 151 Mancheswar Industrial Estate, Sector-A, Zone-B, Bhubaneswar – 751010, as an agency, herein after referred as the said agency, for the inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese ore as specified in the Schedule annexed to the notification of the Government of India, in the Ministry of Commerce, published in the Gazette of India, part II, section 3, sub-section (ii), *vide* S.O. 3975, dated the 20th December, 1965, prior to export of the said Minerals and Ores at Paradip and Dhamra Ports, for a period of three years from the date of publication of this notification in the official Gazette, subject to the following conditions, namely : -

- (i) The said agency, shall provide adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores – Group I (inspection) Rules, 1965;
- (ii) The said agency, in performance of their functions under this notification, shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing, from time to time.

[F. No. 4/9/2016-Export Inspection]
SANTOSH KUMAR SARANGI, Jt. Secy.

नई दिल्ली, 1 सितम्बर, 2016

का.आ. 1797.—केन्द्रीय सरकार, नियात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, नियात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इंसपेक्टोरेट ग्रिफिथ इंडिया प्राइवेट लिमिटेड, प्लाट नं. 73, सेक्टर 11, जीआईडीसी, गांधीधाम, कच्छ, गुजरात – 370201 को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975, तारीख 20 दिसम्बर, 1965 की अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् बॉक्साइट के नियात से पूर्व निम्नलिखित शर्तों के अधीन पोरबंदर, जामनगर (बेडी), ओखा तथा कांडला पत्तन पर उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात्:-

(i) मैसर्स इंसपेक्टोरेट ग्रिफिथ इंडिया प्राइवेट लिमिटेड, प्लाट नं. 73, सेक्टर 11, जीआईडीसी, गांधीधाम, कच्छ, गुजरात – 370201, खनिज और अयस्क समूह-I का नियात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन विनिर्दिष्ट निरीक्षण का कार्यान्वयन करने के लिये नियात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) मैसर्स इंसपेक्टोरेट ग्रिफिथ इंडिया प्राइवेट लिमिटेड, प्लाट नं. 73, सेक्टर 11, जीआईडीसी, गांधीधाम, कच्छ, गुजरात – 370201, इस अधिसूचना के अधीन अपने कार्यों के निष्पादन में निदेशक (निरीक्षण और गुणवत्ता नियंत्रण), नियात निरीक्षण परिषद द्वारा समय-समय पर लिखित रूप में दिए गए ऐसे निर्देशों से आबद्ध होंगी।

[फा.सं. 04/07/2016 - नियात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

New Delhi, the 1st September, 2016

S.O. 1797.—In exercise of the powers conferred by the sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rules 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes M/s. Inspectorate Griffith India Private Limited, Plot No. 73, Sector 11, GIDC, Gandhidham, Kutch, Gujarat- 370201, as an agency for a period of three years with effect from the date of publication of this notification, for the inspection of minerals and ores Group-I namely, Bauxite as specified in the Schedule to the notification of the Government of India in the Ministry of Commerce number S.O. 3975 dated the 20 December 1965, prior to export of said minerals and ores at Porbandar, Jamnagar (Bedi), Okha and Kandla Ports, subject to the following conditions, namely: -

- (i) M/s. Inspectorate Griffith India Private Limited, Plot No. 73, Sector 11, GIDC, Gandhidham, Kutch, Gujarat- 370201, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;
- (ii) M/s. Inspectorate Griffith India Private Limited, Plot No. 73, Sector 11, GIDC, Gandhidham, Kutch, Gujarat- 370201, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No. 04/07/2016 – Export Inspection]
SANTOSH KUMAR SARANGI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1798.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है: -

1. भारतीय खाद्य निगम, क्षेत्रीय कार्यालय, तृतीय तल,
हाका भवन, पब्लिक गार्डन रोड, हैदराबाद-500004
2. भारतीय खाद्य निगम, जिला कार्यालय, वृदावनम,
नेल्लूर – 734004

[सं. ई-11011/1/2008-हिन्दी]

टी. के. मनोज कुमार, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 24th August, 2016

S.O. 1798.—In pursuance of Sub-rule (4) of rule 10 of the Official language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food, and Public Distribution (Dept. of Food and Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,
Regional Office, 3rd Floor,
Haka Bhawan, Public Garden Road,
Hyderabad – 500004
2. Food Corporation of India,
District Office, Brindavanam,
Nellore-524001

[No. E-11011/1/2008-Hindi]

T. K. MANOJ KUMAR, Jt. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1799.—केन्द्रीय सरकार, (संघ के शासकीय प्रयोजनों के लिए) राजभाषा नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरणमें, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त करल लिया है, अधिसूचित करती है : -

विपणन एवं सेवा विस्तार केन्द्र, विकास आयुक्त (हस्तशिल्प) कार्यालय, स्कूल रोड, देवराली, पोस्ट ऑफिस तादोंग - 737102, गंगटोक (सिक्किम)

[सं. ई-11016/1/2015-हिंदी]

गीता नारायण, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 24th August, 2016

S.O. 1799.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for the official purpose of the Union) Rules, 1976, the Central Government, hereby notifies the following office of the Ministry of Textiles, more than 80% staff where of have acquired working knowledge of Hindi :

Marketing and Service Extension Centre, School Road, Deorali, P.O. Tadong-737102, Gangtok (Sikkim).

[No. E-11016/1/2015-Hindi]

GEETA NARAYAN, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 19 अगस्त, 2016

का.आ. 1800.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग), की अधिसूचना संख्यांक का.आ.291, तारीख 7 जनवरी, 1981 को उन बातों के सिवाए अधिकृत करते हुए जिन्हें ऐसे अधिक्रमण से पहले किया गया है, या करने का लोप किया गया है नीचे दी गई सारणी के स्तंभ (1) में उल्लिखित अधिकारी, को, जो सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थान की बाबत उसकी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों को प्रयोग करने या उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पदनाम	सरकारी स्थान के प्रवर्ग और अधिकारिता की स्थानीय सीमा
(1)	(2)
डा. मनोज कुमार, सहायक आचार्य, सूक्ष्म जीवविज्ञान विभाग, लेडी हार्डिंग मेडीकल कॉलेज और सहबद्ध चिकित्सालय, नई दिल्ली जैसे सभी आवासीय इकाईयां जैसे, बंगले, फ्लैट्स, क्वार्टर, होस्टल आवास, संबद्ध इकाईयां जैसे गैरेज, सर्वेट क्वार्टर आदि,	1. लेडी हार्डिंग मेडीकल कॉलेज और सहबद्ध चिकित्सालय, नई दिल्ली जैसे सभी आवासीय इकाईयां जैसे, बंगले, फ्लैट्स, क्वार्टर, होस्टल आवास, संबद्ध इकाईयां जैसे गैरेज, सर्वेट क्वार्टर आदि,
	2. पी.के.रोड, नई दिल्ली टाईप-4, क्वार्टर संख्या 001-006, 101-108, 201-208, 301-308, नव निर्मित।
	3. पी.के.रोड नई दिल्ली टाईप-3 क्वार्टर संख्या 31-60 नव निर्मित
	4. श्रीनिवास पुरी, नई दिल्ली टाईप-4 ब्लॉक सं. 16, क्वार्टर संख्या 001, 101, 201, 301, 401, 501, 602 और ब्लॉक सं. 15, क्वार्टर संख्या 101, 201, 202, 301।

	5. श्रीनिवास पुरी, टाईप-3 ब्लॉक 17, क्वार्टर संख्या 01, 101, 201, 301, 401, ब्लॉक सं. 18, क्वार्टर संख्या 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, ब्लॉक सं. 19 क्वार्टर सं. 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, 701, 702, 703 ब्लॉक सं. 21 क्वार्टर संख्या 01, 101 ।
	6. श्रीनिवासपुरी, टाईप-3 (केवल कलावती सरन बाल चिकित्सालय के लिए) ब्लॉक सं. 21, क्वार्टर संख्या 02, 03, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 503, 601, ब्लॉक संख्या 22 क्वार्टर संख्या 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, 701, 702, 703 ।
	7. टेलीग्राफ स्क्वायर, नई दिल्ली टाईप-3, क्वार्टर संख्या 01, 04, 06, 08, 10, 12, 13, 33, 35 ।
	8. टेलीग्राफ ट्रैफिक प्लेस, टाईप-3, क्वार्टर संख्या 01, 03, 05, 06, 08 ।
	9. टेलीग्राफ ट्रैफिक प्लेस, नई दिल्ली टाईप-3 क्वार्टर संख्या 12, 13, 14, 15, 17 ।
	10. फौच स्क्वायर, नई दिल्ली टाईप-3, क्वार्टर संख्या ई-63 ।
	11. राजा बाजार, नई दिल्ली, टाईप-3, क्वार्टर संख्या 24ए, 24बी, 24सी, 24डी, 24ई, 24एफ ।
	12. पी.के.रोड, नई दिल्ली, टाईप-3, ब्लॉक-1 क्वार्टर संख्या 01 से 15, ब्लॉक-2 क्वार्टर संख्या 16 से 30 ।
	13. पी.के.रोड, नई दिल्ली, टाईप-2, ब्लॉक-1, क्वार्टर संख्या 01 से 15, ब्लॉक-2, क्वार्टर संख्या 16 से 30 ।
	14. नानक पुरा, नई दिल्ली टाईप-2, क्वार्टर संख्या ई-22ए, ई-25, ई-25ए, ई-26, ई-28, ई-29, ई-30ए, ई-31ए, ई-34, ई-39ए ।
	15. मिंटो रोड, नई दिल्ली । टाईप-2, क्वार्टर संख्या 01, 08, 17, 28, 35, 36, 37, 40, 41, 44, 47, 53, 54, 55, 60 ।
	16. पी.के.रोड, नई दिल्ली । टाईप-1, ब्लॉक 112, क्वार्टर संख्या 01 से 112 ।
	17. पी.के.रोड, नई दिल्ली । टाईप-1, ब्लॉक-45, क्वार्टर संख्या 113 से 157 ।
	18. पी.के.रोड, नई दिल्ली । टाईप-1, ब्लॉक 85, क्वार्टर संख्या 120 से 127, 133 से 139, 265 से 309 ।

[फा. सं. वी-21020/21/2015-एच-2]

संजय पंत, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 19th August, 2016

S.O. 1800.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Health and Family Welfare (Department of Health) number S.O. 291, dated 7th January, 1981, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being Gazetted Officer of Government to be the Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on an Estate Officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
Dr. Manoj Kumar, Assistant Professor, Department of Microbiology, Lady Hardinge Medical College and Associated Hospitals, New Delhi.	<p>1. All residential units like bungalows, flats, quarters, hostel accommodation, appurtenant units like garages, servants quarters etc. of Lady Hardinge Medical College and Associated Hospitals, New Delhi.</p>
	<p>2. P.K. Road, New Delhi. Type-IV, Quarter numbers 001-006, 101-108, 201-208, 301-308, newly constructed.,</p>
	<p>3. P.K. Road, New Delhi Type-III, Quarter numbers 31-60, newly constructed.,</p>
	<p>4. Sri Niwas Puri, New Delhi. Type-IV Block No. 16, Quarter numbers 001, 101, 201, 301, 401, 501, 602, and Block No. 15, Quarter numbers 101, 201, 202, 301.</p>
	<p>5. Sri Niwas Puri, Type-III Block 17, Quarter numbers 01, 101, 201, 301, 401, Block No. 18, Qtr. No. 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, Block No. 19, Quarter numbers 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, 701, 702, 703, Block No. 20, Quarter numbers 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, 701, 702, 703, Block No. 21, Quarter numbers 01, 101.</p>
	<p>6. Sri Niwas Puri, Type-III (only for Kalawati Saran Children Hospital)</p> <p>Block No. 21, Quarter numbers 02, 03, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 503, 601 Block No. 22 Quarter numbers 01, 02, 03, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, 701, 702, 703.</p>
	<p>7. Telegraph Square, New Delhi Type-III, Quarter numbers 01, 04, 06, 08, 10, 12, 13, 33, 35.</p>
	<p>8. Telegraph Traffic Place, Type-III, Quarter numbers 01, 03, 05, 06, 08.</p>
	<p>9. Telegraph Traffic Place, New Delhi Type-III, Quarter numbers 12, 13, 14, 15, 17.</p>
	<p>10. Fouch Square, New Delhi Type-III, Quarter numbers E-63.</p>
	<p>11. Raja Bazar, New Delhi, Type-III, Quarter numbers 24A, 24B, 24C, 24D, 24E, 24F.</p>
	<p>12. P.K. Road, New Delhi, Type-III, Block-I, Qtr No. 01 to 15, Block-II, Qtr. No. 16 to 30.</p>
	<p>13. P.K. Road, New Delhi Type-II, Block-I, Quarter numbers 01 to 15, Block-II, Quarter numbers 16 to 30.</p>

	<p>14. Nanak Pura, New Delhi. Type-II, Quarter numbers E-22A, E-25, E-25A, E-26, E-28, E-29, E-30A, E-31A, E-34, E-39A.</p> <p>15. Minto Road, New Delhi. Type-II, Quarter numbers 01, 08, 17, 28, 35, 36, 37, 40, 41, 44, 47, 53, 54, 55, 60.</p> <p>16. P.K. Road, New Delhi. Type-I, Block 112, Quarter numbers 01 to 112.</p> <p>17. P.K. Road, New Delhi. Type-I, Block 45, Quarter numbers 113 to 157.</p> <p>18. P.K. Road, New Delhi. Type-I, Block 85, Quarter numbers 120 to 127, 133 to 139, 265 to 309.</p>
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[No. V. 21020/21/2015-H-II]

SANJAY PANT, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 अगस्त, 2016

का.आ. 1801.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सांभर साल्ट्स लिमिटेड के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 6/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2016 को प्राप्त हुआ था।

[सं. एल-42011/228/2015-आईआर (डीयू)]

पी. के. वेनुगोपाल, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th August, 2016

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 6/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Sambhar Salts Ltd. and their workmen, which was received by the Central Government on 16.08.2016.

[No. L-42011/228/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 6/2016

Reference No. L- 42011/228/2015-IR (DU) Dated: 19.01.2016

The president
 Sambhar Salts Karmachari Sangh
 Salt Colony, Station Road, Sambhar Lake,
 Jaipur- 303604.

V/S

The General Manager
 Sambhar Salts Ltd,
 B-427, Pradhan Marg, Malvia Nagar,
 Jaipur-303604.

AWARD

29.6.2016

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“क्या प्रबंधन महाप्रबंधक (कार्य), सांभर साल्ट्स लिमिटेड, सांभर लेक, जिला जयपुर का सांभर साल्ट कर्मचारी संघ की मांगों की पालना ना किया जाना न्यायेचित एवं न्यायसंगत है? यदि नहीं तो यूनियन किस अनुतोष को पाने का अधिकारी है?”

2. Pursuant to the receipt of the reference order, registered notice were issued to the parties as per the order the tribunal fixing 23.3.2016 for filing statement of claim.

3. On 23.3.2016 authority was filed on behalf opposite party. None appeared from the applicant side & statement of claim was note filed. Applicant was served & acknowledgment with reference to service of notice by registered post is on record. Case was adjourned in the interest of justice furnishing opportunity to the applicant fixing 4.5.2016 for filing statement of claim. On 4.5.2016 also none appeared on behalf of applicant & applicant side was absent. Learned representative on behalf of opposite party Shri K.L.Indoria, Assistant Law Officer was present. Case was adjourned by tribunal suo moto & 23.6.2016 was next date fixed for filing statement of claim.

4. On 23.6.2016 also neither anyone appeared on behalf of applicant nor was statement of claim filed. Shri K.L.Indoria, Assistant Law Officer was present for opposite party. Objection was raised by learned representative of opposite party, the Law Officer that earlier tribunal has adjourned the case on its own motion twice & none is appearing from the side of applicant & no interest is shown by them to file statement of claim hence, further opportunity should be closed. Accordingly, opportunity to the applicant for filing statement of claim was closed by tribunal & case was reserved for award.

5. It is pertinent to note that reference order dated 19.1.2016 was sent by ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on notice & knowledge of the proceeding pending before the tribunal. It appears that applicant is not interested & willing in submitting the claim for adjudication. In absence of statement of claim & material evidence brought on record, tribunal is unable to record the finding on the issues referred to it on merit. Accordingly, “No claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

6. Award as above.

7. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D. Act.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 18 अगस्त, 2016

का.आ. 1802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री इंजीनियरिंग सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 7/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2016 को प्राप्त हुआ था।

[सं. एल-14011/23/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 18th August, 2016

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 7/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Military Engineering Service and their workmen, which was received by the Central Government on 16.08.2016.

[No. L-14011/23/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 7/2016

Reference No. L-14011/23/2015-IR (DU) Dated: 19.01.2016

The Secretary
 MES Employees Union,
 Hanuman Hatta, Gali No.1,
 Bikaner – 334001.

V/s

1. The CWE
 Military engineering Service
 Bikaner – 334001.
2. Durg Abhiyanta
 North M.E.S.,
 Binaner – 334001.

AWARD

29.7.2016

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“क्या प्रबंधन दुर्ग अभियंता, उत्तर बीकानेर का एम० ई० एस० एम्प्लाईज यूनियन, बीकानेर के यूनियन कार्यालय पर ताला लगाया जाना चायोचित एवं च्यायसंगत है? यदि नहीं तो यूनियन किस अनुतोष को पाने का अधिकारी है?”

2. Pursuant to the receipt of the reference order, registered notices were issued to the parties as per the order of the tribunal fixing 23.3.2016 for filing statement of claim. On 23.3.2016 applicant was absent & Sh. Babul Raigar, Office Supdt., was present on behalf of opposite party. Applicant was served & acknowledgement sent to the applicant with notice has been received back & is available on the record of the file. In the interest of justice case was adjourned & next date 5.5.16 was fixed for filing statement of claim by applicant.

3. On 5.5.2016 applicant was absent & statement of claim was not filed by applicant. Sh. Babul Raigar, Office Supdt., appeared for opposite party. In the interest of justice case was adjourned by the tribunal on its own motion like past date & another date 9.6.2015 was fixed for filing statement of claim by applicant. Authority presented on behalf of opposite party was annexed on record. On 9.6.2015 also neither anyone appeared from the side of applicant nor statement of claim was filed. Sh. Babul Raigar, Office Supdt., was present on behalf of opposite party. 12.7.2016 was next date fixed for filing statement of claim by applicant.

4. On 12.7.2016 neither anyone appeared on behalf of applicant nor statement of claim was filed. Sh. Babul Raigar, Office Supdt., appeared on behalf of opposite party. Observing that applicant is not interested in filing statement of claim once again 29.7.2016 was next date fixed for filing statement of claim providing last opportunity to the applicant with further observation that if statement of claim is not filed the case will be decided in absence of statement of claim.

5. On 29.7.2016 none appeared on behalf of opposite party & statement of claim was also not filed. Sh. Babul Raigar, Office Supdt., present on behalf of opposite party submitted that applicant is not filing statement of claim & in spite of his non-appearance opportunities are extended to him by tribunal without adjournments or appearance from the side of applicant. Looking into objection from the opposite party further opportunity for filing statement of claim by opposite party was closed & case was reserved for award.

6. It is important to note that when notices were sent to parties for filing statement of claim for date fixed 23.3.2016 a registered letter containing a bundle of document containing nearly 200 page have been received which have been taken on record. These documents are to protest the claim of the applicant & has been addressed to tribunal. From perusal of the documents it appears that these documents are expected annexures with reply against anticipated statement of claim. It is clear from above fact & circumstance that till now statement of claim has not been filed by applicant despite service of notice against him and repeated opportunities given to applicant.

7. It is pertinent to note that reference order dated 19.1.2016 was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on notice & knowledge of the proceeding pending before the tribunal. It appears that applicant is not interested & willing in submitting the claim for adjudication. In the circumstances & in the absence of statement of claim & material evidence brought on record, tribunal is unable to record the finding on the reference under adjudication on merit. Accordingly, "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

8. Award as above.

9. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D.Act.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 18 अगस्त, 2016

का.आ. 1803.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल गवर्नमेंट हेल्थ स्कीम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 64/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2016 को प्राप्त हुआ था।

[सं. एल-42011/50/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 18th August, 2016

S.O. 1803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 64/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Government Health Scheme and their workmen, which was received by the Central Government on 16.08.2016.

[No. L-42011/50/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 64/2015

Reference No. L-42011/50/2015-IR (DU) Dated: 18.06.2015

1. Shri Pramod Kumar
S/o Late Sh. Jagdish Prasad,
Plot No. 280, Aamagarh,
Vaidhpuri Harijan Basti,
Agra Road, Jaipur -303105

2. Vimla Devi
W/o Late Sh. Jagdish Prasad,
Plot No. 280, Aamagarh,
Vaidhpuri, Harijan Basti,
Agra Road, Jaipur.)

V/S

The Addition Director,
Central Government Health Scheme,
Kendriya Sadan Parisar, Khand -B,
Sector -10 Vidyadhar nagar,
Jaipur -302039.

Present :

For the Applicant : Sh. Mahendra Kumar Chauhan Adv.
 For the Non-Applicant : Sh. Kunal Rawat Adv.

AWARD

Dated :29.7.2016

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“क्या प्रबंधन केन्द्रीय सरकार स्वास्थ्य योजना, जयपुर का प्रार्थी प्रमोद कुमार को दिनांक 08.05.2001 के बाद से अनुकम्पा नियुक्ति ना दिया जाना न्यायोचित एवं न्यायसंगत है? यदि नहीं तो प्रार्थी किस अनुतोष को पाने का अधिकारी है।”

2. Briefly fact of the case is that applicant No.1 Sh. Pramod Kumar is son of applicant No.2 Smt. Vimla Devi w/o Late Sh. Jagdish Prasad. Late Sh. Jagdish Prasad was a class IV employee in the office of Additional Director, Central Government Health Scheme, Jaipur who died on 22.2.2001 during service. After death of deceased Sh. Jagdish Prasad his family became helpless & there was none to bear the expenses of the deceased's family. After death of Late Sh. Jagdish Prasad his wife Smt. Vimla Devi moved an application on 8.5.2001 before Additional Director, Central Government Health Scheme, Jaipur for appointment of his son Sh. Pramod Kumar in dying in harness which was not considered. The fact of moving application on 8.5.2001 was admitted before the Regional Labour Commissioner by opposite party in dispute raised by applicant Sh. Pramod Kumar before the RLC, Jaipur.

3. Applicant Sh. Pramod Kumar was issued a letter No. CGHS/JPR/1-21/2013 (A.D.M.N.) 229 dated 2.4.2014 from the office of Additional Director, Central Government Health Scheme, Jaipur which was received by him on 10.4.2014. In this letter referring to letter dated 28.3.2014 of the office of Director General an intimation was given that applications relating to appointment on the basis of dying in harness must reach to the office of Director General, New Delhi by 15.4.2014. It was also intimated that such application must reach to the office of Additional Director, Central Government Health Scheme, Jaipur by 10.4.2014 so that it may be transmitted to New Delhi to reach in time.

4. Further, it has been alleged in para 3 of statement of claim that applicant Sh. Pramod Kumar submitted the application in proforma with all documents before the Additional Director, Central Government Health Scheme, Jaipur on 11.4.2014 which was rejected on the ground that applicant was married on the date of application dated 11.4.2014. The information regarding rejection of application was sent to the applicant vide letter No. CGHS/JPR/1-21/2013(A.D.M.N.) 1194 dated 11.4.2015 from the office of Additional Director, Central Government Health Scheme, Jaipur. It has been alleged that it is pertinent to mention that applicant had submitted his application for appointment on the basis of dying in harness on 8.5.2001 & had become entitled for appointment on that basis at that time itself whereas his marriage was solemnised on 7.2.2010 i.e. after laps of nearly ten years from application dated 8.5.2001.

5. It has been further alleged that reference of the Ministry regarding dispute for adjudication of award dated 18.5.2015 sent by Ministry was received by applicant hence, he submitted the statement of claim to secure appointment on the basis of dying in harness. Accordingly, applicant has requested that his application for relief for appointment be allowed & order passed in his favour for appointment.

6. After receipt of reference notices were sent to the parties & on 1.12.2015 statement of claim was filed by applicant Sh. Pramod Kumar as indicated above. Copy of the statement of claim was given to opposite party on 1.12.2015 & 25.1.2016 was date fixed for filing reply to statement of claim. After 25.1.2016 next dates 4.4.2016, 10.5.2016, 20.6.2016 & 27.7.2016 were fixed for filing reply to statement of claim by opposite party but no reply to statement of claim was filed.

7. On 27.7.2016 an application was moved by applicant Sh. Pramod Kumar to withdraw the application with contention that by mistake he has moved the statement of claim before the tribunal & he is interested in presenting his petition before the Hon'ble Central Administrative Tribunal, Jaipur. Allowing the application of the applicant following order was passed on the application of the applicant on 27.7.2016 which reads as under :-

27.07.2016 आज पत्रावली प्रस्तुत हुई। आवेदन याची की तरफ से प्रस्तुत हुई जिसमें प्रार्थना की गयी है कि मामले को वापिस लेने की आज्ञा प्रदान की जाय। विषय द्वारा अधिकार पत्र प्रस्तुत हुआ। याची के विद्वान प्रतिनिधि तथा विषय के विद्वान प्रतिनिधि श्री कुणाल रावत उपस्थित है। आज ही आवेदन निस्त्रारण पर बल दिया गया। आवेदन पर उभय पक्ष को सुना तथा पत्रावली का अवलोकन किया। आवेदक के विद्वान प्रतिनिधि का कथन है कि आवेदक मुकदमें को वापस

लेना चाहता है तथा माननीय प्रशासनिक अधिकरण, जयपुर के समक्ष मामले की प्रस्तुति करना चाहता है। विपक्ष के विद्वान प्रतिनिधि की बहस है कि उन्हें आपत्ति नहीं है। अनापत्ति के सन्दर्भ में आवेदन पर भी विपक्ष द्वारा उल्लेख किया गया है। आवेदन में यह कहा गया है कि पत्रावली दिनांक 03.08.2016 को जबाब हेतु नियत है। प्रार्थी द्वारा दिनांक 13.10.2014 को श्रम आयुक्त के समक्ष आवेदन प्रस्तुत किया गया था कि प्रार्थी के पिता श्री जगदीश प्रसाद, अपर निर्देशक महोदय, केन्द्रीय सरकार स्वारश्य योजना, जयपुर में चतुर्थ श्रेणी के पद पर कार्यरत थे जिनकी सेवा काल के दौरान दिनांक 22.02.2001 को मृत्यु हो गयी और मुत्यु के बाद मृतक का परिवार असहाय हो गया क्योंकि घर का खर्चा चलाने बाला कोई नहीं था। प्रार्थी की माता ने प्रार्थी को अनुकम्पा के आधार पर नियुक्त कराने हेतु एक प्रार्थना पत्र दिनांक 08.05.2001 को विपक्षी के यहाँ प्रस्तुत किया था जिस पर सहानभूतिपूर्वक विचार नहीं किया गया। यह भी कहा गया है कि प्रार्थी ने विधिक भूलवश यह मामला माननीय न्यायाधिकरण के समक्ष प्रस्तुत किया है, अतः इस मामले को वापस लेने की अनुमति प्रदान की जाय क्योंकि प्रार्थी मामले को माननीय केन्द्रीय न्यायाधिकरण के समक्ष प्रस्तुत करना चाहता है। उक्त स्थिति से यह तथ्य निर्विवाद प्रकट होता है कि प्रार्थी मामले को आगे नहीं चलाना चाहता है एवं वापस लेना चाहता है। यह तथ्य भी निर्विवाद है कि विपक्ष को प्रार्थी द्वारा मामले को वापस लेने में कोई आपत्ति नहीं है अतः प्रार्थी की आवेदन इस मामले को खारिज करते हुए स्वीकार होने योग्य है,

आदेश

प्रार्थी की आवेदन स्वीकार की जाती है मामले को वापस लेने की अनुमति प्रदान की जाती है। प्रार्थी की याचिका मामले को वापस लिये जाने के आधार पर तदनुसार खारिज की जाती है। पत्रावली एवार्ड हेतु आरक्षित की जाती है।

8. Award as above.
9. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D.Act.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1804.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ब्रिटिश ईंडिया कारपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 29/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/04/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 29 of 2011) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the British India Corporation and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/04/2011-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 29 of 2011

Between :

Sri Hari Kishan Gupta,
Son of late Sri Virendra Swarup Gupta,
2/132 Gwaltoli,
Kanpur

And

The Chairman,
 British India Corporation,
 Head office, Elgin Mills Co. Ltd, Mill No.1,
 Parwati Bagla Road,
 Civil Lines,
 Kanpur

AWARD

1. Central Govt., MoL & Employment, New Delhi, vide notification No. L-42012/04/2011-IR (DU) dated 05.05.2011, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of British India Corporation Ltd, M/s. Elgin Mills Co. Limited Kanpur in terminating the services of Sri Hari Kishan son of late Virendra Swarup Gupta with effect from 25.09.2000 without following any procedure under Industrial Disputes Act, 1947 and even during the pendency of Industrial Dispute for adjudication at Labour Court, Kanpur (State Government) is legal and justified? What relief the workman is entitled to?
3. The case of the worker in short is that he was appointed under the employment of the opposite at the post of 4th grade worker in Elgin Mill No.1, Parwati Bagla Road, Kanpur and he was removed by the employer violating the provisions of the Industrial Disputes Act, 1947 with effect from 25.09.2000 without adopting any legal procedure accordingly he has prayed for his reinstatement with full back wages.
4. Management has filed its preliminary objection stating that the Hon'ble High Court Allahabad had instituted liquidation proceedings against the answering company and as such the provisions of Industrial Disputes Act and the powers of Hon'ble Labour Court are hit by section 446 of the Company's Act. The employer is covered under the provisions of certified standing order and the standing orders are applicable on both the parties. It is also pleaded that due to unavoidable circumstance coped with financial problems the company had to stopped production from 1993 and almost all the employees had taken up their full and final payment. The person mentioned in the reference order is not a workman as defined under the Act.
5. On merit it is denied that the worker was ever appointed by the opposite party in his capacity as Telephone Operator. Management has also denied the entire claim of the worker and prayed that the worker is not entitled for any relief as the claim is devoid of merit and is liable to be rejected.
6. I have heard the parties representative on the application of management 17/1 for staying / closing further proceedings of this case in accordance with the provisions of section 446 of the Company's Act.
7. It is stated in the application supported by affidavit that in the writ petition No. 24/09 M/s Kotak Mahendra Bank versus The Elgin Mills Co. Ltd, the Hon'ble High Court vide 25.10.10 ordered that the company may be wound up under section 434 of the Company's Act and official liquidator shall take charge of the company which is paper No.17/3 and two other orders of Hon'ble High Court dated 7.3.13 and 29.7.13 are filed to show that official liquidator has been appointed which are paper No.17/4-5.
8. It is pertinent to mention that in this industrial dispute case reference is sent to this tribunal by the Ministry vide order dated 5.5.11 i.e. after the passing of the orders for appointment of liquidator by Hon'ble High Court.
9. Section 446(1) of Company's Act provides that when a winding up order has been made for the official liquidator has been appointed no suit or other legal proceeding shall be commenced or if pending at the date of winding up order shall be proceeded with against the company except by leave of the court and subjudice in such terms as the court may impose.
10. As discussed above, in this case reference has been made after the orders of the Hon'ble High Court for winding up the company and appointment of official liquidator, therefore, this case cannot be proceeded as reference is made after passing of order of appointment of official liquidator as provided under 446 of Company's Act.
11. As such this tribunal is not competent to decide the case and pass award.
12. Reference is decided accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1805.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार अर्कियोलॉजिकल सर्वे इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 51/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42011/49/2009-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 51 of 2009) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Archaeological Survey of India and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42011/49/2009-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 51 of 2009

Between :

The National President,
Bhartiya Puratativ Sarvekshan Karamchari Parishad,
(Intuc) 2/236 Namner,
Agra 282007.

And

The Superintending Archaeologist,
Archaeological Survey of India,
22 Mall Road,
Agra Circle,
Agra.

AWARD

- Central Govt. MoL, New Delhi, vide notification No. L-42011/49/2009-IR(DU) dated 30.11.2009, has referred the following dispute for adjudication to this tribunal.
- Whether the demand of Bhartiya Puratativ Sarvekshan Karachari Parishad for grant of compassionate appointment to Sri Shiv Prasad son of late Sri Panna Lal by the management of Archeological Survey of India Agra is legal and justified? If yes to what relief the legal representative of the late workman is entitled to?
- In short the union in its claim petition filed on behalf of Shiv Prasad has alleged that he is the son of late Panna Lal and that said Panna Lal on the basis of award given by this Tribunal in industrial dispute No. 122 of 91 got employment under the management and he died in harness. By the said award one Shiv Shanker also obtained employment under the management who also died during his service period and his son Sri Jai Pal was employed by the employer on compassionate ground by letter dated 06.01.2010. Sri Shiv Prasad made a request to appoint him on compassionate ground but his request was denied and this issue is pending before the tribunal. On the basis of above grounds it is prayed by the union to grant relief of appointment on compassionate ground to Sri Shiv Prasad.
- Along with the claim statement representative for the union has filed certain documents.
- Shiv Prasad has also filed affidavit in support of the contention of the claim petition.
- Management has filed written statement in which apart from preliminary objection the claim of the union has been refuted on merit also. It is also pleaded that the management against the award of this tribunal has filed a writ petition before the Hon'ble High Court, Allahabad which is still pending as such reference is premature and is not maintainable before this tribunal. It is absolutely denied that the engagement of Jai Pal was on compassionate ground rather he was engaged as casual Labour from time to time by the management, therefore, the present claim petition filed by the union is liable to be rejected and should be rejected being devoid of merit.

7. No rejoinder has been filed in the case by the Union.
8. No oral evidence has been given by the person on whose behalf appointment on compassionate ground has been claimed by the union. Only certain photocopies of some documents have been filed by the union but the same has not been proved.
9. Therefore, considering the facts and circumstances of the case as above, it is concluded that the union has completely failed to prove its case before the tribunal by adducing cogent and convincing evidence.
10. As such it is concluded that the union has failed to prove its case and in result it is held that the claim of the union is devoid of merit and liable to be rejected holding that the union is not entitled for any relief.
11. Reference is answered against the union.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमांडेंट, 508 आर्मी बेस वर्कशॉप के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 16/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-14011/11/2013-आईआर (डीयू)]

पी. के. वेनुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 16 of 2014) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Commandant, 508 Army Base Workshop and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-14011/11/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 16 of 2014

Between :

Sri C. D. Pal,
General Secretary,
Mazdoor Union
508 Army Base Workshop,
Allahabad Union Office,
E/D51, ADA Colony,
Allahabad. 211008.

And

The Commandant,
508 Army Base Workshop,
Fort Allahabad

AWARD

1. Central Government, MoL, vide notification No. L-14011/11/2013-IR(DU) dated 21.01.2014, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of 508 Army Base Workshop for recovering the wages already paid to the office bearers of the union as per annexure 1 against special casual leave already granted is legal ad justified? If not to what relief the concerned workmen / union is entitled and to what extent.

3. In the list annexed with the reference, the number of worker is 62 and in appendix list the number of worker is 10 which have been sent to this tribunal. However, the claim statement s filed by Sri C. D. Pal on behalf of only 16 workers.

4. Shortly stated facts of the case as pleaded in claim statement are that all the office bearers of the union are entitled for 20 days special casual leave in a calendar year but in the year 2012 after payment of salary on 3.9.13 DO-2 has converted the special leave in to extra ordinary leave. Union has moved a joint application 05.10.13 for cancellation of EOL and the amount paid was recovered from the salary of September 2013. Worker have moved an application before CAT Allahabad but no stay h been granted. It is prayed that in the year 2012, 16 office bearers from Sri C. D. Pal to R. K. Yadav mentioned in the attached list be held entitled for special casual leave and order dated 3.9.13 for converting the leave in extra ordinary leave be cancelled.

5. In the written statement filed by the management it is stated that there is a provision for grant of special casual leave to office bears of recognized trade union for participation in its activities has been incorporated in Civilian Personnel Routine Order and AG Branch letter dated 31.7.91 applicable in the department as well as SOP (Standard Operating Procedure) dated 26.12.11 of 508 Army Base Workshop Allahabad ad said special type of leave an employee in the capacity of office bearer can be permitted to proceed on leave only if the same has been prior sanction by the competent authority. Office bearers without having prior sanction of the said casual leave is not authorized to proceed away from the duty place and in that case it shall be treated as absent without leave which is a very serious offence under service rules. It is further stated that applications in connection with the special casual leave being received from the union were not in adherence to the SOP despite of having full awareness of instructions hence were not accepted in order to grant the said leave. Eve during the various forums/meeting at the unit level as well as unions was apprised about applicants. However majority of the effected excluding the applicants office bearers in response to instruction conveyed applied for another type of leave for the relevant spell of absence in order to get it regularized on sanction by the competent authority and accordingly payment already made to them were not deducted on regularization. Whereas particularly as EOL published under daily orders part II payment already made had to be recovered as per the financial rules.

6. Applicant union filed OA No. 1272/13 application before CAT Allahabad for seeking same and similar relief and the same has been decided at the admission stage.

7. It is also submitted that the present reference is bad in law and without jurisdiction.

8. Union has also filed rejoinder but nothing new has been pleaded therein.

9. Both parties have filed documents which shall be discussed at appropriate stage.

10. On behalf of union Sri C. D. Pal General Secretary of the union has examined himself as W.W.1. Management has not adduced any oral evidence.

11. I have heard the arguments of the parties at length and have perused the records.

12. It is admitted fact that 16 workers on whose behalf the present claim statement has been filed have applied for special casual leave for different period but without having received the sanction order of special casual leave proceeded to avail it and they have been paid salary for the whole month including the period for which they have applied for special casual leave and thereafter department has asked them to apply for another kind of levee available to them. Besides these 16 workers other union workers have applied for another kind of leave but these 16 workers have not applied therefore, the department has granted extraordinary leave to these 16 employees in respect of the period for which they applied for special casual leave and deducted the salary for the said period.

13. WW.1 C.D. Pal has stated in his cross-examination that he has given application for special casual leave and he does not know whether his leave was sanctioned or not. He has applied for 19 days special casual leave and on his return he was told by the clerk that his leave was sanctioned. It is in his knowledge that department has given him in writing that his leave was not sanctioned, he should apply for another kind of leave so that payment for the said period may be regularized but he had not applied for another kind of leave but has submitted his reply.

14. Learned authorized representative has contended that special casual leave cannot be taken as a matter of right and before proceeding on special casual leave prior sanction is mandatory. He has admitted that the office bearers of recognized trade union / service association are entitled to 20 days special casual leave in a calendar year as provided in SOP (Standard Operating Procedure) and for grant of special casual leave relevant CPR (Civil Personnel Routine Order) dated 31.7.91 is applicable in the department as well as SOP dated 26.12.11 of 508 Army base Workshop Allahabad prepared with a view to streamline the procedure for grant of special casual leave is applicable.

15. On perusal of CPR dated 31.7.91 it appears that in para 1A(3) it is provide that special casual leave admissible has to be applied for and got sanctioned in advance and that special casual leave cannot be claimed as a matter of right and it is open to toe compete authorities as to refuse the special leave if the competent authorities is satisfied that the

leave is not for taking part in the activities of the recognized association / union and in the SOP dated 17.1.12 has also adopted the same as narrated in para 9. On perusal of photocopies of leave applications applied by 16 workers filed by union it appears that no specific reason has been given regarding activities of trade union or no specific purpose has been assigned.

16. Besides this workers have proceeded on special casual leave without having any knowledge whether special casual leave was sanctioned or not. It is against the provisions of aforesaid CPRO and SOP. Secondly workers cannot claim special casual leave as a matter of right and if the competent authority is not satisfied he has ample power to reject the same and asks the workers to apply for another kind of leave and in this case workers who have applied another kind of leave the same was sanctioned and the salary was paid to them for the said period. The department has shown sympathetic attitude towards these 16 workers in granting extra ordinary leave so that there may not be any break of service in their carrier.

17. The contention of the union is that they have received the salary for the period they have applied for special casual leave means that special casual leave has been granted. It cannot be accepted because payment of salary to the staff is done in routine way and if they have received the salary it cannot be presumed that special casual leave is sanctioned to them and on written direction by the department to workers to apply any other kind of leave, the workers who has applied for another kind of leave were granted salary for leave period and those worker who have not applied for any other kind of leave in their case the department was justified in granting them extraordinary leave and recovering wages already paid to the office bearers of the union.

18. In view of above discussions, the action of the management for recovering wages already paid to 16 office bearers of the union is legal and justified.

19. Reference is accordingly decided against the union and in favor of the management.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1807.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिनिस्ट्री ऑफ शिपिंग एंड सरफेस ट्रांसपोर्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 93/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/41/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 93 of 2013) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Ministry of Shipping and Surface Transport and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/41/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 93 of 2013

Between :

Sri Pradeep Kumar Nishad,
Son of Sri Santosh Kumar Nishad,
House No. 54 Chhatnag,
Uparhar, PO Jhunsi,
Allahabad

And

The Director,
 Ministry of Shipping Transportation,
 Government of India,
 Post-Guljarbagh Gaya,
 Patna (Bihar)

AWARD

1. Central Government, MoL, New Delhi, vide notification No. L-42012/41/2013-IR(DU) dated 04.07.13, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Inland Waterways Authority of India in terminating the services of Sh. Pradeep Kumar Nishad w. e. f. 27.12.11 without complying with the provisions of section 25F of Industrial Disputes Act is legal and justified? If not what relief the workman is entitled to and to what extent?
3. It is pertinent to point out here that as per terms of reference order the tribunal has to examine a very short question regarding applicability of the provisions of Section 25F of Industrial Disputes Act, 1947, having regard to the case set up by the worker.
4. From the order sheet it is clear that worker filed his claim petition on 13.12.13 and the copy of the same was given to the management. As none was present from the side of the management on 14.03.14 opportunity to file written by the management was closed. This order was recalled by the tribunal vide order dated 09.12.14 and the written statement filed by the management was taken on record. After availing several opportunities neither any rejoinder nor any documents was filed by the worker in the case. The worker has not turned up in the case.
5. In short the case as set up by the worker in his claim statement is that he was engaged as lascar on 01.08.09 on a wage of Rs.2500/- per month by the opposite party and his wages were enhanced to Rs.8670/- per month with effect from 27.12.11. It is claimed by the worker that he worked with the opposite party continuously from 01.08.09 to 27.12.11 without any break and payment of wages was made to him in cash after obtaining his signatures. The opposite party without there being any sufficient cause have terminated his services and had also not complied with the provisions of section 25F of the Industrial Dispute Act, 1947, inasmuch as neither any notice, notice pay nor retrenchment compensation was paid to him at the time of his termination as such the termination of the worker is bad in law being in breach of the provisions of section 25F of the Act, and thus he is entitled for his reinstatement with full back wages.
6. The opposite party filed written statement alleging therein that present claim has been filed by the worker without any cause of action suppressing the material facts as such is a fit case for rejection. It is stated that one of the contractors of the management is M/s. Durgawati Enterprises who employed the present workman Pradeep Kumar Nishad and relationship of employer and employee if any was between the Contractor and the worker. As per record of the management said contractor started work from 12.05.09 and continued the contract work till 15.05.11 and the worker was engaged with the said contractor. In the month of June the management was in need of some casual workers on daily wages and then the alleged worker started working with the management on daily wage basis and the worker in this way started working for the management on daily basis with effect from 01.06.11 and worked as such up to 26.12.11 where after he made his service unavailable as daily wager and filed this case. Opposite party never made any payment to the worker prior to 01.06.11 and he received payment of wages from the opposite party only for the period 01.06.11 to 26.12.11 that is for six months. The worker has not completed 240 days of continuous services therefore, there is no requirement to comply with the provisions of section 25F of Industrial Disputes Act, 1947 in the case of the worker and as such the claim of the worker is liable to be rejected being devoid of merit.
7. The management has filed 8 documents in support of its pleadings. Worker has not filed any documents nor has adduced his evidence in the case.
8. I have heard the arguments of authorized representative for the management and none for worker to make any submission.
9. Worker has not adduced any oral evidence nor has produced any documents. Management has also not examined any witness but has submitted 8 documents through list 13/1.
10. A perusal of documents produced by the management it appears that worker Pradeep Kumar Nishad has been engaged to work through contractor for the period August 09 to March 11 on the pay role of M/s. Durgawati Enterprises but after March 11 he remained absent as shown in the certificate issued by the contractor which is paper No.13/2. Management has also filed papers to show that the worker was engaged on casual basis for the month June to August, 2011 and thereafter in October, 2011. As such worker has not completed 240 days of continuous working as casual Labour proceeding 12 calendar months of the alleged date of termination i.e. 27.12.11.

11. From the documents produced by the management it is clear that worker was engaged through contractor and thereafter engaged by the management as casual Labour for few months and this period of working is much less than 240 days as such provisions of section 25F of the Act cannot be made applicable in the case of the worker and on this score the worker is not entitled for any relief as claimed by him.

12. Accordingly reference is decided against the worker holding that he is not entitled for any relief as claimed by him pursuant to the present reference order.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 68/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/146/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 68 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/146/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 68 of 2015

Between :

Yogendra Puri son of Gokulpuri,
Vill-Chatnag, P.O.Jhansi,
Allahabad – 211019

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, New Delhi, vide notification No. L-42012/146/2015-IR (DU) dated 09.09.2015, has referred the following dispute for adjudication to this tribunal.
- Whether the workman Shri Yogendrapuri son of Sri Gokulpuri, can be said to be the workman of Allahabad University and if so whether the termination of services of the workman is legal and justified? If not to what relief the concerned workman is entitled?
- In instant case after receipt of reference order, registered notices to the opposite parties were sent by the tribunal fixing 01.01.2016 as a date for filing the statement of claim and written statement by the opposite parties. On the date fixed on behalf of the Allahabad University one Sri V. K. Gupta filed his power in the case but none was present on behalf of the worker nor was any claim statement filed on his behalf in the case.
- After availing sufficient opportunities worker failed to file his claim in the case which clearly indicate that the worker is not interested in prosecuting his case, therefore all opportunities available to him were closed by order of the tribunal dated 12.04.2016 and the case was reserved for award.

5. From the above facts and circumstances of the case, the reference is bound to be decided against the worker in the absence of pleadings and proof.

6. Accordingly the reference is decided against the worker and in favor of the management of Allahabad University.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 69/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/145/2015-आईआर (डीयू)]

पी. के. वेनुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 69 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/145/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 69 of 2015

Between :

Sri Rajesh kumar Tiwari,
Son of Kripa Shanker Tiwari,
Chakarhinager
PO Saraintaki Jhunsi,
Allahabad

And

The Registrar,
Allahabad University,
Allahabad

AWARD

1. Central Government, MoL, New Delhi, vide notification No. L-42012/145/2015-IR (DU) dated 09.09.2015, has referred the following dispute for adjudication to this tribunal.

2. Whether the workman Shri Yogendrapuri son of Sri Gokulpuri, can be said to be the workman of Allahabad University and if so whether the termination of services of the workman is legal and justified? If not to what relief the concerned workman is entitled?

3. In instant case after receipt of reference order, registered notices to the opposite parties were sent by the tribunal fixing 01.01.2016 as a date for filing the statement of claim and written statement by the opposite parties. On the date fixed on behalf of the Allahabad University one Sri V K Gupta filed his power in the case but none was present on behalf of the worker nor was any claim statement filed on his behalf in the case.

4. After availing sufficient opportunities worker failed to file his claim in the case which clearly indicate that the worker is not interested in prosecuting his case, therefore all opportunities available to him were closed by order of the tribunal dated 12.04.2016 and the case was reserved for award.

5. From the above facts and circumstances of the case, the reference is bound to be decided against the worker in the absence of pleadings and proof.

6. Accordingly the reference is decided against the worker and in favor of the management of Allahabad University.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 90/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/43/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 90 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/43/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 90 of 2015

Between :

Suresh Narain Shukla,
Son of Sri Mata Prasad Shukla,
88 Chakdoud Nagar,
Naini,
Allahabad-211008

And

The Registrar,
Allahabad University,
Allahabad

AWARD

1. Central Government, MoL, vide notification No.L-42012/43/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.

2. Whether Sri Suresh Narain Shukla can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.

3. Earlier the instant reference was referred to Central Government Industrial Tribunal cum Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT cum Labour Court, Kanpur, from CGIT cum Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 90 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.

4. For the reasons given above, award is passed against the worker for want of pleadings and proof.

5. Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1811.—ौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ौद्योगिक विवाद में केन्द्रीय सरकार ौद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 91/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/44/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 91 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/44/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 91 of 2015

Between :

Sri Prabha Shanker Tripathi,
Son Samgan Lal Tripathi,
Village Payasi Ka Pura,
Post Atrampur, Nawabganj,
Allahabad-226012

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/44/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Prabha Shaker Tripathi can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal cum Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT cum Labour Court, Kanpur, from CGIT cum Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 91 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1812.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 92/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/45/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1812.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 92 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/45/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 92 of 2015

Between :

Sri Ashok Kumar Pal,
Son of Achhey Lal,
Village Deragadai,
Post Tharwai,
Allahabad-211019

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/45/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Ashok Kumar Pal can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal cum Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT cum Labour Court, Kanpur, from CGIT cum Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 92 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1813.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 93/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/46/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1813.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 93 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/46/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 93 of 2015

Between :

Sri Ravi Shanker Pandey,
Son of Sri Umakant Pandey,
Village Bargarh,
Post Bargarh,
District Chitrakoot,
Allahabad-210208

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/46/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Ravi Shanker Pandey can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal cum Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT cum Labour Court, Kanpur, from CGIT cum Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 93 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 94/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/47/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1814.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 94 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/47/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 94 of 2015

Between :

Sri Amarnath Yadav,
Son of Sri Chhotey Lal Yadav,
Village Basaudhe,
Post Sikandra,
Phoolpur,
Allahabad-212109

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/47/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Amarnath Yadav can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 94 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1815.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 95/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/48/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1815.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 95 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/48/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 95 of 2015

Between :

Sri Subhash Chandra,
Son of late Hiralal,
375A/1B Meerapur,
Allahabad-211002

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/48/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Subhash Chandra can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 95 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1816.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 96/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/49/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1816.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 96 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/49/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 96 of 2015

Between :

Sri Praphull Kumar,
Son of Srideo Brijendra Mishra,
Village & Post Kalyanpur
Allahabad-212502

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/49/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Praphull Kumar can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 96 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1817.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 97/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/50/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 97 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/50/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 97 of 2015

Between :

Sri Hari Kirti Singh,
Son of late Amar Bahadur Singh,
Village Chakpuri Miyankhurd (Miyan ka Pura)
Post & Tehsil Naini,
Allahabad-211010

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/50/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Hari Kirti Singh can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 97 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1818.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 98/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/51/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 98 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/51/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 98 of 2015

Between :

Sri Vijai Singh,
Son of Sri Bhanu Pratap Singh,
Village & Post Jagatpur
Allahabad-221505

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No.L-42012/51/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Vijai Singh can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 98 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1819.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 100/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/53/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 100 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/53/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 100 of 2015

Between :

Sri Manoj Kumar Pandey,
Son of Sri Raj Narain Pandey,
Village Semri Post Pratappur,
Allahabad-212402

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/53/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Manoj Kumar Pandey can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 100 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 101/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/54/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 101 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/54/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 101 of 2015

Between :

Sri Pramod Kumar Tiwari,
Son of Sri Gulab Shanker Tiwari,
Village Sumerpur,
Post Chhibaiyan,
Allahabad-211002

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/54/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Pramod Kumar Tiwari can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 101 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1821.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 103/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/56/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 103 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/56/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 103 of 2015

Between :

Sri Ghanshyam Tiwari,
Son of Sri Shitla Prasad Tiwari,
Village Pandit Ka Pura,
Post Tharwai,
Allahabad-211013

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/56/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Ghanshyam Tiwari can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date?
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 103 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 107/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/60/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 107 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/60/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 107 of 2015

Between :

Sri Yudhishtir Prasad Sharma
Son of Sri Jamuna Prasad,
277-B/10B Kandhaipur,
Dhoomanganj,
Allahabad-211011

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/60/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Yudhishtir Prasad Sharma can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date?
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 107 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1823.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 113/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/66/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 113 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/66/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 113 of 2015

Between :

Sri Arun Kumar Mishra,
Son of Sri Awadh Bihar Mishra
Village Ram Nagar,
Post Ram Nagar,
District Chitrakoot-210205

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/66/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Arun Kumar Mishra can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 113 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 115/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/68/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 115 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/68/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 115 of 2015

Between :

Sri Rajesh Kumar Yadav,
Son of Raj Bahadur Yadav,
Village Badhanpur,
Post Smailganj,
District Allahabad-211013

And

The Registrar,
Allahabad University,
Allahabad

AWARD

- Central Government, MoL, vide notification No. L-42012/68/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Rajesh Kumar Yadav can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur. On receipt of this file it was registered with I.D. No. 115 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी एंड ऑर्डर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 62/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/137/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 62/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and others and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/137/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 62 of 2015

Between :

Sri Sunil Kumar Pandey,
Son of Daljit Narain Pandey,
Vill. Tikri, P.O. Atrampur
District Allahabad.

And

1. The Registrar, Allahabad University, Allahabad.
2. The Director, M/s Fighting Four Security Services Pvt. Ltd.,
FF No 59/88 Khyajana Shopping Complex, Ashiyana, Lucknow.

AWARD

1. Central Govt., MoL & Employment, New Delhi, vide notification No.L-42012/137/2015-IR (DU) dated 21.08.2015, has referred the following dispute for adjudication to this tribunal.
2. Whether Sri Sunil Kumar Pandey can be said to be the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal & justified? If not to what relief the concerned workman is entitled and from which date?
3. After receipt of the reference notices were sent to the parties to file their claim petition and written statement fixing 18.02.2015.
4. On 18.12.2015 when the case was taken up none appeared from the side of the worker although representative for both the opposite parties were present. However more opportunities to the worker was afforded to file claim petition by fixing 12.02.16 & 29.03.16, but on the said dates none appeared from the side of the worker nor filed claim petition in the case.
5. On the basis of above it is concluded that the worker has been given adequate opportunity to discharge his obligation by filing claim petition during the statutory period granted by this tribunal but the worker failed in doing so.

6. Therefore, from the above it is absolutely clear that the worker is not interested in contesting the present dispute, therefore, it is held that the worker is not entitled for any relief in the absence of pleadings and proof.
7. Reference is answered accordingly against the worker and in favor of the opposite parties.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी एंड ऑर्डर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 63/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/136/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 63/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and others and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/136/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, KANPUR

Industrial Dispute No. 63 of 2015

Between :

Sri Kamlesh Kumar Mauraya,
Son of Sri Ganda Lal Mauraya,
Govindpur Chauraha P.O. Nyayapuri
District Allahabad.

AND

3. The Registrar, Allahabad University, Allahabad.
4. The Director, M/s Fighting Four Security Services Pvt. Ltd.,
FF No 59/88 Khyajana Shopping Complex, Ashiyana, Lucknow.

AWARD

1. Central Govt., MoL & Employment, New Delhi, vide notification No. L-42012/136/2015-IR (DU) dated 21.08.2015, has referred the following dispute for adjudication to this tribunal.
2. Whether Sri Kamlesh Kumar Maurya can be said to be the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal & justified? If not to what relief the concerned workman is entitled and from which date?
3. After receipt of the reference notices were sent to the parties to file their claim petition and written statement fixing 18.12.2015.
4. On 18.12.2015 when the case was taken up none appeared from the side of the worker although representative for both the opposite parties were present. However more opportunities to the worker were afforded to file

claim petition by fixing 12.02.16 & 29.03.16 but on the said none appeared from the side of the worker nor claim petition filed in the case.

5. On the basis of above it is concluded that the worker has been given adequate opportunity to discharge his obligation by filing claim petition during the statutory period granted by this tribunal but the worker failed in doing so.
6. Therefore, from the above it is absolutely clear that the worker is not interested in contesting the present dispute, therefore, it is held that the worker is not entitled for any relief in the absence of pleadings and proof.
7. Reference is answered accordingly against the worker and in favor of the opposite parties.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल टेक्सटाइल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 110/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42011/68/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 110/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Textile Corporation Limited and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42011/68/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 110/2014

Between :

The President, NTC Staff Association,
4/5 New Victoria Mills Banglow,
14/1 Civil Lines, Kanpur 208001

AND

The Chairman-cum-Managing Director,
National Textile Corporation Limited,
Core – IV Scope Complex,
7 Lodhi Road, New Delhi.

AWARD

1. Central Government, MoL, New Delhi vide notification No. L-42011/68/2014-IR(DU) dated 01.09.2014, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of National Textile Corporation Ltd in not implementing the recommendations of 6th Pay Commission in respect of NTC sub office and its mills at Kanpur is just fair and legal? If not to what relief the workmen concerned are entitled to?

3. It is stated by the Association raising the dispute that National Textile Corporation Limited was established in the year 1968 to manage the affairs of sick textile undertakings taken over by the Government of India and all the employees of the subsidiary have become the employees of the management at New Delhi and are governed under the one set of service rules of the corporation. It is alleged that in the corporation two wage patterns are in existence for the employees who have been governed under CDA rules and since the members of the union opted Central Dearness Allowance at par with Central Government employees and have been allowed the benefit of IV & V Pay Revision from time to time as and when the pay revision of Central Govt. employees taken place in view of the above cited order of the Apex Court. Thereafter after quoting several notification of Government of India issued from time to time it is stated that the order of the President does not discriminate the employees for implementation of its recommendations to the employees of the Corporation and it means that the employees of the corporation are entitled to get benefit of Sixth pay Commission and it is panic that the corporation has not allowed the benefit of sixth pay commission to the employers of sub offices employed in the domain of U.P. in terms of presidential order and guidelines framed by DPE in the above said letter dated 30.04.13. It is also pleaded that the employees of the corporation were paid interim relief as per recommendations of sixth pay commission set up by Government of India. The matter was raised before the RLC© Kanpur and in the conciliation proceedings management vide letter dated 09.04.14 has informed that the demand of implementation of sixth pay commission is under consideration. However the management has not considered legitimate demand of the union and consequent upon the present dispute has been referred to this tribunal. Accordingly it is prayed by the Association that this tribunal be pleased to hold the action of the management in not implementing the recommendation of sixth pay commission to the employee of NTC sub office and its mills at Kanpur is illegal and unjustified and further pleased to direct the employers to allow the benefit of sixth pay commission with retrospective effect at par with other employees of the corporation along with interest.
4. Management has not filed written statement. No parties have given oral or documentary evidence.
5. Management has moved an application 8/1 along with application of Sri R D Tyagi President of NTC Staff Association Kanpur, wherein it is stated that the Association has raised the present dispute but the association do not want to press the present dispute as the demand of the Association do not survive after the implementation of the recommendation of 6th Pay Commission. The application is also signed by the representative for the association which is not opposed by the management.
6. I have heard the parties and perused the record.
7. It appears that matter in the dispute has been resolved and NTC Staff Association does not want to press the dispute, therefore, reference is decided accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1828.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल टेक्सटाइल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 12/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/133/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 12/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Textile Corporation and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/133/2011-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-
LABOUR-COURT, KANPUR**
Industrial Dispute No. 12 of 2012

Between :

The Joint Secretary,
Cotton & Woolen Textile Worker's Union,
102/95-A Colonel Ganj, Kanpur.

AND

The Managing Director,
M/s. National Textile Corporation,
Sylverton, 14/82 Civil Lines, Kanpur

AWARD

1. Central Govt. MoL & Employment, vide notification No. L-42012/133/2011-IR(DU) dated 24.01.12, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of management of National Textiles Corporation in denying the NTC revised pay scale(s) w.e.f. 1.1.87 and 1.1.96 to Sri Kedar Nath Dixit is justified and legal? What relief the workman is entitled to?
3. Heard the authorized representative for the management and none was present on behalf of the worker to advance the arguments.
4. Both the parties have exchanged the pleadings.
5. During the proceedings of the case the authorized representative for the management filed certified copy of order of the Hon'ble High Court, Allahabad dated 31.03.15 passed in writ © No. 66504 of 12 M/s. National Textile Corporation, Kanpur, versus Union of India and others wherein Hon'ble High Court Allahabad has observed that under the circumstances I do not find that any industrial dispute exists in terms of section 10 of Industrial Disputes Act and set aside the reference made in this Industrial dispute case dated 24.01.12 passed by Central Government.
6. Against this order Sri Kedar Nath Dixit has filed special appeal defective No.425 of 15 against M/s. National Textile Corporation and others which has also been dismissed by order dated 2.7.15 and order of single judge of Hon'ble High Court has been affirmed.
7. In view of above as the reference passed by Central Government has been set aside by Hon'ble High Court Allahabad, there appears no jurisdiction to proceed further in the present industrial dispute case.
8. Award is passed accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1829.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ केस सं. सीआईटी 33/1995) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-40012/83/94-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Case No. CIT 33/1995) of the Central Government Industrial Tribunal Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-40012/83/94-IR (DU)]

P. K. VENUGOPAL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 33/1995

रैफरैस: भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेष क्रमांक: एल—40012/83/94—I.R.(D-U) नई दिल्ली, दिनांक 09.06.1995

1. रामेश्वरलाल जाट पुत्र श्री बक्शाराम जाट, गांव विजयपुरा, नानसर, पी.ओ. बिन्दायका, झोटवाडा, जयपुर।

...प्रार्थी

बनाम

1. उप मण्डल अधिकारी फोन्स, भारत सरकार निगम लिमिटेड, सांगानेरी गेट, जयपुर।

...अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्रीमति शुभा मेहता, आर.एच.जे.एस.

प्रार्थी की ओर से : श्री एम. एफ. बैग,

अप्रार्थी की ओर से : श्री अभिनन्दन जैन,

दिनांक : 30.06.2016

अधिनिर्णय

भारत सरकार के श्रम मंत्रालय की आज्ञा क्रमांक एल—40012/83/94 I.R.(D-U)— नई दिल्ली, से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को दिनांक 23.08.1995 को इस आशय का प्राप्त हुआ है कि —

"Whether the action of the SDO (P), Telecom, Deptt. Sanganeri Gate, Jaipur in terminating the services of Shri Rameshwar Lal Jat, a casual labour on daily rate basis on muster roll, is valid proper and justified? If not, to what relief the workman is entitled to?"

प्रार्थी रामेश्वर लाल की ओर से स्टेटमेंट ऑफ क्लैम इस अभिकथन का प्रस्तुत किया है कि उसकी प्रथम नियुक्ति विपक्षी के द्वारा चयन प्रक्रिया अपनाकर दैनिक वेतन भोगी कर्मचारी के पद पर दिनांक 29.11.1978 को आदेष क्रमांक ई-17ए/78-79/72 के द्वारा की गई थी और नियोजन कार्ड संख्या सी-8757/78 जारी किया गया था, उसका कार्य सदैव अच्छा रहा है। उसने विपक्षी विभाग में निरन्तर नो वर्ष तक कार्य किया। विपक्षी विभाग ने उसकी सेवाएं नियमित करने के लिए उसे फॉर्म भरकर देने के लिए कहा, जो श्रमिक ने दिनांक 12.01.1989 को भरकर जमा करवा दिया। दिनांक 15.01.1989 को उसकी चिकित्सकीय जाँच विपक्षी विभाग के डॉक्टर द्वारा की गई, प्रमाण पत्र भी जारी किया, जो विभाग में दिया गया। दिनांक 24.03.1988 को कारण बताए बिना और नोटिस व मुआवजा राशि दिए बिना उसकी सेवाएं समाप्त कर दी। दिनांक 24.03.1988 को जब वह कार्य पर उपस्थित हुआ तो बार-बार पूछने पर उसे कारण नहीं बताया गया और कहा गया कि उसके कार्य की आवश्यकता नहीं है। उसके बाद भी वह विपक्षी के लगातार सम्पर्क में रहा और कार्य पर रखने की प्रार्थना की। विपक्षी ने उसे बदनियति से दिनांक 21.05.1988 को नोटिस भिजवाया, जिसमें मिथ्या और मनघड़त आरोप लगाए और तीन दिन में जवाब प्रस्तुत करने को कहा और जवाब प्रस्तुत करने में असमर्थ रहने पर दिनांक 28.06.1988 से कार्य मुक्त बताया। उसने नोटिस दिनांक 21.05.1988 का विस्तृत जवाब, सभी कथनों से इन्कार करते हुए, प्रेषित कर दिया था। विपक्षी ने अन्य लोगों को फायदा देने की नीयत से उन्हें नियुक्त किया और उन्हें स्थाई भी कर दिया। श्रमिक ने एक वर्ष में 240 दिन से अधिक कार्य किया है, उसे बिना नोटिस दिए और सुनवाई का मौका दिए सेवामुक्त किया गया है, जो धारा 25 एफ, जी और एच औद्योगिक विवाद अधिनियम का उल्लंघन है। अतः श्रमिक को दिनांक 24.03.1988 अवैध सेवा मुक्ति के दिन, से पुनः सेवा में सभी लाभों के साथ लिए जाने का आदेश दिया जावे।

विपक्षी निगम ने स्टेटमेंट ऑफ क्लैम का जवाब प्रस्तुत कर विरोध किया। उनका उत्तर में यह अभिकथन है कि विभागीय नियमों के अनुसार पर्सनल फाईल का अभिलेख तीन वर्ष तक विभाग में रहता है और उसके बाद अन्तिम रूप से निस्तारित कर दिया जाता है। श्रमिक के कथनानुसार उसे दिनांक 24.03.1988 को हटाया गया था, जो बीस साल पुरानी बात है

और प्रार्थी का कोई रिकार्ड विभाग में उपलब्ध नहीं है। विवाद अत्यन्त विलम्ब से उठाए जाने के कारण भी निरस्तनीय है, निरस्त किया जावे।

विपक्षी ने स्टेटमेंट ऑफ क्लैम का जवाब प्रस्तुत कर यह भी अभिकथित किया है कि उनके विभाग में मस्ट्रोल की लेखा पुस्तकें भी पांच वर्ष तक रखे जाने का प्रावधान है और उसके बाद उस अभिलेख को निस्तारित कर दिया जाता है। प्रकरण में वर्ष 2007 में नोटिस मिलने के बाद रिकार्ड काफी तलाश किया गया, परन्तु इस संबंध में कोई अभिलेख उपलब्ध नहीं हुआ। प्रार्थी ने दिनांक 24.03.1988 को विपक्षी द्वारा हटाना बताया, परन्तु अपने स्टेटमेंट ऑफ क्लैम में यह नहीं बताया कि किसके द्वारा उसे नियुक्त दी गई और किसके द्वारा हटाया गया और किसके द्वारा नोटिस दिया गया। प्रार्थी ने यह भी नहीं बताया कि उसने किस अधिकारी को संबोधित करते हुए नोटिस का जवाब दिया और न ही उस श्रमिक का नाम बताया, जिसे श्रमिक की जगह नियुक्ति देते हुए स्थाई किया गया। प्रार्थी ने काल्पनिक और आधारहीन तथ्य स्टेटमेंट ऑफ क्लैम में अंकित किए हैं। प्रार्थी ने कोई नियुक्ति पत्र और सेवामुक्ति का आदेश प्रस्तुत नहीं किया है, केवल विपक्षी को तंग करने के उद्देश्य से यह स्टेटमेंट ऑफ क्लैम प्रस्तुत किया गया है, जो निरस्तनीय है, निरस्त किया जावे।

प्रार्थी श्रमिक ने जवाब उल जवाब प्रस्तुत कर अभिकथित किया कि प्रार्थी स्वयं को हटाए जाने के बाद से निरन्तर कार्यवाही कर रहा है और उसने विभाग को पत्र और नोटिस दिए हैं। अतः रिकार्ड निस्तारित करने का कथन गलत है। विपक्षी विभाग ने रिकार्ड की अनुप्लब्धता के संबंध में कोई प्रमाण पत्र प्रस्तुत नहीं किया है। प्रार्थी के साथ कार्यरत कई व्यक्तियों को विपक्षी विभाग नियमित कर चुका है। प्रार्थी के साथ कार्य करने वालों में कुछ व्यक्तियों के नाम गोपाल लाल माली पुत्र श्री बोद्दराम माली, छोटूलाल जोशी पुत्र श्री प्रहलाद जोशी, नन्दलाल शर्मा पुत्र श्री जगदीश नारायण शर्मा एवं रामलाल माली पुत्र श्री रूपनारायण माली हैं।

दिनांक 07.04.1998 को अधिकरण द्वारा प्रकरण में प्रार्थी एवं अप्रार्थी मय प्रतिनिधिगण के उपस्थित नहीं होने के कारण विवाद रहित पंचाट पारित किया।

श्रमिक के प्रतिनिधि द्वारा प्रकरण को पुनः नम्बर पर लिए जाने हेतु प्रार्थना पत्र दिनांक 16.02.2005 को प्रस्तुत किया गया, जिस पर अधिकरण द्वारा दिनांक 02.11.2006 के द्वारा उक्त प्रार्थना पत्र को स्वीकार करते हुए प्रकरण को पुनः नम्बर पर दर्ज किए जाने के आदेश दिए गए।

श्रमिक ने अपने स्टेटमेंट ऑफ क्लैम के समर्थन में स्वयं रामेश्वर लाल जाट एवं शंकर लाल माली के शपथ पत्र पेश किया, जिससे विपक्षी निगम द्वारा प्रतिपरीक्षा की गई तथा दस्तावेजी साक्ष्य में फोटो प्रतियों नियुक्ति प्रमाण पत्र प्रदर्श डबल्यू-1, रजिस्ट्रेशन पत्र प्रदर्श डबल्यू-2, शपथ पत्र प्रदर्श डबल्यू-3, कार्य अवधि के प्रमाण पत्र जो उपमण्डल अधिकारी द्वारा जारी किए गए प्रदर्श-4 लगायत प्रदर्श-14, सहकर्मियों की सूची प्रदर्श-15 से प्रमाणित होते हैं। उनका तर्क है कि उसकी सेवा संबंधी अभिलेख विपक्षी के कार्यालय में था, परन्तु विपक्षीगण ने उसे प्रस्तुत नहीं किया और यही कहा कि ऐसा कोई अभिलेख उपलब्ध नहीं है। प्रार्थी ने विपक्षी के यहां एक केलेण्डर वर्ष में 240 दिन से अधिक कार्य किया है और ऐसी स्थिति में विपक्षी के लिए यह आवश्यक था कि वह औद्योगिक विवाद अधिनियम की धारा 25 एफ, जी, एच की पालना करते, जो स्वीकृत रूप से नहीं की गई। अतः सेवा पृथक आदेश दिनांक 24.03.1988 अवैध है।

विपक्षी निगम ने मृगेन्द्र सिंह यादव का शपथ पत्र पेश किया गया, जिससे श्रमिक के प्रतिनिधि ने प्रतिपरीक्षा की।

बहस सुनी गई तथा पत्रावली का ध्यानपूर्वक अध्ययन किया गया।

प्रार्थी के प्रतिनिधि का तर्क है कि प्रार्थी को दिनांक 29.11.1978 को चयन प्रक्रिया अपनाकर विपक्षी ने नियोजित किया था और उसने बिना रुकावट 9 वर्ष तक विपक्षी के यहां कार्य किया है। उसे दिनांक 24.03.1988 को अकारण ही मौखिक आदेश से सेवा पृथक कर दिया गया। उनका तर्क है कि उक्त सभी तथ्य साक्ष्य रामेश्वर लाल और शंकरलाल के कथन तथा उनकी ओर से प्रस्तुत लेखपत्र फोटो प्रतियों नियुक्ति प्रमाण पत्र प्रदर्श-1, रजिस्ट्रेशन पत्र प्रदर्श-2, शपथ पत्र प्रदर्श-3, कार्य अवधि के प्रमाण पत्र जो उपमण्डल अधिकारी द्वारा जारी किए गए प्रदर्श-4 लगायत प्रदर्श-14, सहकर्मियों की सूची प्रदर्श-15 से प्रमाणित होते हैं। उनका तर्क है कि उसकी सेवा संबंधी अभिलेख विपक्षी के कार्यालय में था, परन्तु विपक्षीगण ने उसे प्रस्तुत नहीं किया और यही कहा कि ऐसा कोई अभिलेख उपलब्ध नहीं है। प्रार्थी ने विपक्षी के यहां एक केलेण्डर वर्ष में 240 दिन से अधिक कार्य किया है और ऐसी स्थिति में विपक्षी के लिए यह आवश्यक था कि वह औद्योगिक विवाद अधिनियम की धारा 25 एफ, जी, एच की पालना करते, जो स्वीकृत रूप से नहीं की गई। अतः सेवा पृथक आदेश दिनांक 24.03.1988 अवैध है।

उनका यह भी तर्क है कि उसके द्वारा प्रदर्श डबल्यू-1 नियुक्ति संबंधी लेख पत्र प्रस्तुत किया गया है और विपक्षी के साक्षी ने यह स्वयं के लेटरपेड पर होना और इस पर सील भी विभाग की होना स्वीकार किया है तथा प्रदर्श डबल्यू-4 से लगाकर प्रदर्श डबल्यू-13 प्रार्थी की उपस्थिति का अभिलेख प्रस्तुत किया है, उसे भी विपक्षी ने अस्वीकार नहीं किया। इन सभी तथ्यों से यह प्रमाणित है कि प्रार्थी विपक्षी के यहां नियोजित था और उसने लगातार 9 वर्ष कार्य किया है।

इसके विपरीत विपक्षी के प्रतिनिधि का तर्क है कि प्रार्थी को चयन प्रक्रिया अपनाकर नियुक्ति प्रदान की गई, प्रार्थी ने 9 वर्ष या एक केलेण्डर वर्ष में 240 दिन से अधिक कार्य किया और उसे दिनांक 24.03.1988 को सेवा पृथक किया गया, उक्त सभी तथ्य प्रार्थी को अपनी सकारात्मक साक्ष्य से प्रमाणित करने हैं। प्रार्थी अपनी साक्ष्य से उक्त तथ्य प्रमाणित करने में सर्वथा असफल रहा है। ऐसी स्थिति में प्रार्थी किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

उनका यह भी तर्क है कि प्रार्थी की ओर से जो लेखपत्र प्रदर्श डबल्यू-1 अपनी नियुक्ति के संबंध में प्रस्तुत किया गया है, वह बिना डिस्पैच नम्बर का है और वास्तव में तथाकथित नियुक्ति आदेश तो प्रस्तुत ही नहीं किया गया है। प्रदर्श डबल्यू-2 शपथ पत्र विभाग को प्रस्तुत किया गया हो, ऐसा इसे देखने से प्रकट नहीं होता है। प्रार्थी ने अपने स्टेटमेंट ऑफ क्लैम में नोटिस दिए जाने, उसका जवाब देने, नियमित करने हेतु कहने और फार्म भरकर देने, चिकित्सकीय परीक्षण करवाकर प्रमाण पत्र देने के अभिकथन किए हैं, परन्तु इनके संबंध में एक भी लेखपत्र प्रस्तुत नहीं किया गया है और अन्य साक्षी शंकर लाल साक्ष्य में उपस्थित हुआ है, उसके कथन और प्रार्थी के कथन में गंभीर विरोधाभास है। प्रार्थी की ओर से प्रस्तुत मौखिक और लेखपत्रीय

साक्ष्य से स्टेटमेंट ऑफ क्लैम के अभिवचन कर्त्ता प्रमाणित नहीं होते हैं और न ही यह प्रमाणित होता है कि प्रार्थी ने विपक्षी के यहां एक क्लैण्डर वर्ष में 240 दिन कार्य किया है।

मैंने तर्क वितर्क पर मनन किया तथा पत्रावली का ध्यानपूर्वक अध्ययन किया।

प्रार्थी को चयन प्रक्रिया अपनाकर दिनांक 29.11.1978 के आदेश द्वारा विपक्षी के यहां नियुक्ति दी गई और वह 9 वर्ष तक लगातार सेवारत रहा, उसकी सेवाएं दिनांक 24.03.1988 को समाप्त की गई और उसने सेवा मुक्ति से पूर्व के एक क्लैण्डर वर्ष में 240 दिन तक लगातार कार्य किया, उक्त सभी तथ्य प्रार्थी को ही अपनी विश्वसनीय और सकारात्मक साक्ष्य से प्रमाणित करने थे। विपक्षी भारत संचार निगम, केन्द्र सरकार का सार्वजनिक उपक्रम है, जिसमें विहित प्रक्रिया को अपनाकर ही नियुक्ति दी जा सकती है। प्रार्थी को किसी प्रकार की चयन प्रक्रिया अपनाकर नियुक्ति दी गई, प्रार्थी ने नहीं बताया और न ही ऐसा कोई दस्तावेज प्रस्तुत किया है, जिससे यह प्रमाणित होता हो कि चयन प्रक्रिया विभाग द्वारा अपनाई गई और प्रार्थी को नियुक्ति दी गई थी, ऐसा प्रार्थी ने अपने इस अभिकथन के समर्थन में कोई नियुक्ति पत्र भी प्रस्तुत नहीं किया है। प्रार्थी की ओर से इस संबंध में लेख पत्र प्रदर्श डबल्यू-1 जिसमें हस्ताक्षरों के नीचे दिनांक 03.12.1984 अंकित है, प्रस्तुत किया है और प्रार्थी द्वारा यह कहा गया है कि इसमें उसके नियुक्ति आदेश का हवाला है। यह लेख पत्र प्रथम तो नियुक्ति पत्र नहीं है, द्वितीय इस पर किसी प्रकार का कोई डिस्पैच नम्बर आदि अंकित नहीं है। यह सही है कि विपक्षी के साक्षी ने यह विभाग के लैटरहेड पर होना और इस पर विभाग की सील होना प्रकट किया है, परन्तु उक्त कारण से ही इसे स्वीकृत दस्तावेज नहीं माना जा सकता है। इस लेख पत्र पर किसके हस्ताक्षर हैं, यह प्रार्थी रामेश्वर लाल अपनी प्रतिपरीक्षा में नहीं बता पाया है। इस साक्षी ने अपनी प्रतिपरीक्षा में यह कहा है कि उसे यह दस्तावेज एसडीओ ऑफिस एसजी से दस्ती दिया गया था, जो महेन्द्र सिंह गुलेर ने दिया था। उक्त महेन्द्र सिंह गुलेर को प्रार्थी की ओर से साक्ष्य में प्रस्तुत नहीं किया गया है और न ही उसे साक्ष्य में बुलाने का ही कोई प्रयत्न किया गया है। ऐसी स्थिति में लेख पत्र प्रदर्श डबल्यू-1 विधि की अपेक्षा के अनुरूप प्रमाणित नहीं माना जा सकता और इसके आधार पर यह नहीं माना जा सकता कि प्रार्थी को दिनांक 29.11.1978 को विपक्षी के यहां नियुक्ति दी गई हो। प्रार्थी की ओर से एक शपथ पत्र प्रदर्श डबल्यू-2 की फोटोप्रति प्रस्तुत की गई है और प्रार्थी के अनुसार उसने यह शपथ पत्र दिनांक 23.04.1984 को एसडीओ ऑफिस एसजी सांगानेरी गेट में दिया था। इस लेख पत्र पर इसे विपक्षी के ऑफिस में दिए जाने का कोई अंकन नहीं है और दिनांक 23.04.1984 तिथि तो प्रार्थी की पहचान करने के बाद किए गए हस्ताक्षरों के नीचे है। शपथ पत्र फोटो प्रति है और इसकी पुश्त पर स्टॉम्प खरीदने के संबंध में जो अंकन होता है उसकी कोई प्रति प्रस्तुत नहीं की गई है, यदि वह प्रस्तुत की जाती तो अधिकरण यह देखने में सक्षम हो सकता था कि किसके द्वारा, किस उद्देश्य से उक्त स्टॉम्प लिया गया था। ऐसी स्थिति में यह लेख पत्र भी न तो विधिनुसार प्रमाणित है और न ही इससे यह साबित होता है कि प्रार्थी दिनांक 23.04.1984 को या अन्य किसी दिन विपक्षी के यहां नियोजित था। प्रार्थी की ओर से जो एक अन्य लेख पत्र रजिस्ट्रेशन पत्र प्रस्तुत किया है यह इसके बारे में भी प्रतिपरीक्षा में प्रार्थी ने यह कथन किया है कि उसे यह ज्ञात नहीं है कि किस अधिकारी द्वारा उसे जारी किया गया। प्रार्थी द्वारा प्रस्तुत उक्त तीनों दस्तावेज विधि की अपेक्षाओं के अनुसार प्रमाणित नहीं हैं और इनसे यह प्रमाणित नहीं होता है कि प्रार्थी को विपक्षी के यहां नियमित चयन प्रक्रिया अपनाकर दिनांक 29.11.1978 को नियुक्ति दी गई। प्रार्थी रामेश्वर लाल ने विपक्षी के यहां अपना कार्य किया जाना प्रमाणित करने के लिए फोटो प्रति लेख पत्र प्रदर्श डबल्यू-4 प्रस्तुत किया है। यह लेख पत्र किसके हस्तलेख में है और इस पर किसके हस्ताक्षर हैं, यह प्रार्थी ने नहीं बताया है। इस लेख पत्र को देखने से स्पष्ट हो रहा है कि इस पर कोई तिथि अंकित नहीं है और न ही कोई डिस्पैच नम्बर ही अंकित है। इस लेख पत्र में माह जून, जुलाई, अगस्त, 1979 में रामेश्वर लाल जाट द्वारा किए गए कार्य दिवस दर्शित हैं, परन्तु यह लेख पत्र किस अभिलेख के आधार पर निर्मित किया गया है, यह इसे देखने से प्रकट नहीं हो रहा है। जिन लेख पत्रों के आधार पर यह बनाया गया है, वे साक्ष्य में प्रस्तुत नहीं हुए हैं। वैसे भी इस लेख पत्र को रचने वाला और हस्ताक्षर करने वाला व्यक्ति साक्ष्य में भी नहीं आया है। यही स्थिति प्रदर्श डबल्यू-5 लगायत प्रदर्श डबल्यू-13 की है। ये सभी दस्तावेज भी विधि की अपेक्षाओं के अनुरूप प्रमाणित नहीं किए गए हैं और इन पर हस्ताक्षर करने वाले व्यक्ति साक्ष्य में नहीं आए और न ही इन पर कोई डिस्पैच नम्बर ही अंकित है।

ऐसी स्थिति में इन दस्तावेजों से यह प्रमाणित नहीं होता है कि प्रार्थी ने विपक्षी के यहां नियोजित कर वर्ष 1978 से निरन्तर 9 वर्ष तक कार्य किया है।

प्रार्थी ने अपने अभिकथन में यह कहा है कि उसे दिनांक 24.03.1988 को विपक्षीगण द्वारा सेवा पृथक किया गया। केन्द्र सरकार द्वारा प्रेषित निर्देश में श्रमिक की सेवा पृथक की कोई दिनांक अंकित नहीं है। अपने स्टेटमेंट ऑफ क्लैम में उसने यह तो अंकित ही नहीं किया कि उसे किसने सेवा पृथक किया। सेवा पृथक किए जाने का कोई आदेश प्रार्थी की ओर से प्रस्तुत नहीं किया गया है। उसने तो यह कहा है कि उसे मौखिक रूप से हटाया गया था। प्रतिपरीक्षा में इसने पूछे जाने पर यह बताया कि उसे मदन सिंह राठौड़ एसडीओ एसजी और दिलीप चन्द्रा ने मौखिक आदेश से हटाया था। इन दोनों के द्वारा इसे हटाया गया था तो यह इनमें से किसी को भी प्रार्थी साक्ष्य में तलब करवा सकता था और कम से कम उनके नाम तो अपने स्टेटमेंट ऑफ क्लैम में दर्ज कर ही सकता था। साक्षी रामेश्वर लाल जाट ने वेतन, वाउचर पर रेवेन्यू टिकिट लगाकर दिए जाना कहा है, परन्तु इस भुगतान का भी कोई लेख पत्र उसने प्रस्तुत नहीं किया है। प्रार्थी का अपने स्टेटमेंट ऑफ क्लैम में यह भी अभिकथन रहा है कि उसे नियमित करने की सूची वर्ष 1989 में निकाली गई थी, परन्तु ऐसी कोई सूची भी प्रस्तुत नहीं की गई है, जिसमें इसका नाम हो। इसकी चिकित्सकीय जॉच हुई हो और उसने प्रमाण पत्र प्रस्तुत किया हो, ऐसे किसी प्रमाण पत्र की प्रति भी इसके द्वारा प्रस्तुत नहीं की गई है। इस साक्षी ने तो अपना पुलिस वैरिफिकेशन होना भी कहा है, परन्तु उस संबंध में किसी प्रकार का कोई दस्तावेज प्रस्तुत नहीं किया है। इस साक्षी ने विपक्षी विभाग में कार्य किया और कार्य के लिए उसने स्टोर आदि से सामान इश्यू किया गया हो और कार्य सौंपा गया हो, इस संबंध में भी उसने कोई लेख पत्र प्रस्तुत नहीं किया है। ऐसी स्थिति में स्पष्ट है कि प्रार्थी ने जितने भी अभिवचन अपने स्टेटमेंट ऑफ क्लैम में किए हैं, उन्हें प्रमाणित करने के लिए कोई साक्ष्य में ग्राह्य दस्तावेज प्रस्तुत कर, उन्हें प्रमाणित कर, तथ्यों को साबित नहीं किया है।

साक्षी शंकर लाल माली प्रार्थी की ओर से प्रस्तुत किया गया है, जिसने अपने मुख्य कथन के शपथ पत्र में तो सन् 1982 में अपनी नियुक्ति विपक्षी के यहां होना और रामेश्वर लाल जाट के साथ नियमित रूप से कार्य करना बताया है और यह कहा है कि वे नए फोन कनेक्शन की लाईन लगाते, जोड़ते, उन्हें दुरुस्त करते थे। इस साक्षी ने दिनांक 15.09.1993 को स्वयं की सेवाएं नियमित किया जाना कहा है और यह भी प्रकट किया कि सन् 1985 में प्रकाशित सूची में रामेश्वर लाल का नाम था और सूची में वर्णित सभी व्यक्तियों को विभाग द्वारा नियमित कर दिया गया।

मैंने इस साक्षी के कथन का ध्यानपूर्वक अध्ययन किया। यह साक्षी प्रार्थी रामेश्वर लाल के गांव का है और उसे जन्म से ही जानना कहता है। इस साक्षी ने प्रार्थी की नियुक्ति के संबंध में प्रतिपरीक्षा में यह स्वीकार किया है कि उसे जानकारी नहीं है कि रामेश्वर लाल को नियुक्ति का पत्र किसने दिया। रामेश्वर लाल को क्या कार्य दिया गया, उसका भी कोई लिखित आदेश नहीं देखना इस साक्षी ने स्वीकारा है। इस साक्षी ने रामेश्वर लाल के साथ सांगानेरी गेट पर कार्य करना कहा है, पर स्वीकारा है कि उसका उपस्थिति रजिस्टर और रामेश्वर का उपस्थिति रजिस्टर समान नहीं था। रामेश्वर लाल किस मस्ट्रोल अधिकारी द्वारा नियुक्त किया गया, इस संबंध में भी उसने अनभिज्ञता जाहिर की। उसने स्वीकारा है कि उसने रामेश्वर लाल को लगाने, हटाने के कोई कागज नहीं देखे। रामेश्वर लाल के साथ और कौन-कौन कर्मचारी कार्य करते थे, उनके नाम भी यह नहीं बता पाया है। रामेश्वर लाल को सेवा पृथक किस वर्ष में किया गया, इसकी भी उसे जानकारी नहीं है। इस साक्षी ने अपने शपथ पत्र में यह कहा है कि सन् 1985 में दैनिक वेतन भोगी कर्मचारियों की सूची प्रकाशित की गई और उस सूची में अंकित सभी कर्मचारियों को बाद में विभाग ने नियमित कर दिया जबकि अपनी प्रतिपरीक्षा में उसने यह कहा है कि सन् 1989 में नियमित किए जाने वाले कर्मचारियों की सूची जारी की गई। आगे इस साक्षी ने यह भी कहा है कि उसने इस सूची को देखा ही नहीं, इसलिए इसको जानकारी नहीं है कि इस सूची में किन-किनके नाम हैं। अपनी प्रतिपरीक्षा में इस साक्षी ने आखिरकार यह भी स्वीकार कर लिया कि वह रामेश्वर लाल के कहने से आया है और उसके शपथ पत्र में क्या अंकित है, उसे पता नहीं है। इस प्रकार से स्पष्ट है कि रामेश्वर लाल के गांव का होने से यह साक्षी अधिकरण में कथन करने आ गया अन्यथा इसे विवाद के संबंध में किसी प्रकार की कोई जानकारी नहीं है और इस साक्षी के कथन करते हुए विश्वसनीय नहीं हैं।

उपर्युक्त विवेचनानुसार प्रार्थी की ओर से जो साक्ष्य प्रस्तुत की गई है, उससे प्रार्थी अपने स्टेटमेंट ऑफ क्लैम में अभिकथित तथ्यों को प्रमाणित नहीं कर सका है। विपक्षी की ओर से साक्षी मृगनेन्द्र सिंह यादव एसडीओ फोन सांगानेरी गेट का शपथ पत्र प्रस्तुत हुआ है, जिसने यही कहा है कि उनके पास रामेश्वर लाल, प्रार्थी, से संबंधित किसी प्रकार का कोई अभिलेख नहीं है। पचीस वर्ष पुराना मामला है, जबकि अभिलेख तीन वर्ष के बाद ही नष्ट कर दिया जाता है और उन्हें वर्ष 2007 में नोटिस मिलने पर प्रकरण की जानकारी हुई है।

मैंने इस साक्षी के कथनों का ध्यानपूर्वक अध्ययन किया। यह सही है कि इस साक्षी ने यह प्रकट किया है कि प्रदर्श डबल्यू-15 उनके विभाग का हो सकता है और इस साक्षी ने प्रतिपरीक्षा में यह भी कहा है कि प्रदर्श 5 पर भी एसडीओ के हस्ताक्षरों को नहीं पहचानता और प्रदर्श 6 पर विभाग की सील है और प्रदर्श 1 लगायत प्रदर्श 13 पर जिन अधिकारियों के हस्ताक्षर हैं, उनके संबंध में उसने कोई जानकारी नहीं ली, परन्तु इस साक्षी के प्रतिपरीक्षा में उक्त कथन करने मात्र से यह नहीं माना जा सकता कि विपक्षी ने, प्रार्थी के द्वारा जो दस्तावेज प्रस्तुत किए हैं और जिसके संबंध में ऊपर विवेचन किया है, को स्वीकार कर लिया है। यह प्रार्थी का दायित्व था कि वह विश्वसनीय साक्ष्य से एवं विधि की अपेक्षाओं के अनुरूप इन दस्तावेजों को प्रमाणित करता, केवल दस्तावेज पर किसके हस्ताक्षर हैं, इसकी जानकारी नहीं होना कह देने को इसे विपक्षी की स्वीकारोक्ति नहीं मानी जा सकती। ऐसी स्थिति में स्पष्ट है कि विपक्षी के साक्षी ने भी प्रार्थी के अभिकथनों के किसी तथ्य की किसी प्रकार की कोई स्वीकारोक्ति नहीं की है।

प्रार्थी के प्रतिनिधि का तर्क है कि प्रस्तुत मामले में विपक्षी की ओर से प्रार्थी से संबंधित लेख पत्र जान बूझकर प्रस्तुत नहीं किए गए हैं और केवल तीन वर्ष में लेख पत्रों को नष्ट करने के नियम का बहाना लिया गया है और विपक्षी ने साक्ष्य को जान बूझकर छुपाया है। अतः उसके विरुद्ध विपरीत आशय लिया जावे। अपने तर्क के समर्थन में निम्न विविध प्रस्तुत किया—

AIR 2006 S.C. 355,

R.M. Yellatti Vs. The Assistant Executive Engineer.

मैंने इस तर्क पर मनन किया और प्रस्तुत विविध प्रस्तुत का ध्यानपूर्वक अध्ययन किया।

वर्तमान प्रकरण में विपक्षी ने आरम्भ से ही तीन वर्ष पुराने दस्तावेजों को नष्ट करना कहा है। प्रार्थी ने इन दस्तावेजों को तलब करवाने के लिए किसी प्रकार का कोई प्रार्थना पत्र भी प्रस्तुत नहीं किया है। इसके विपरीत विपक्षी के साक्षी ने शपथ पर इन्हें विभाग में उक्त दस्तावेज उपलब्ध नहीं होने का कथन किया है। वैसे भी जो विविध प्रार्थी की ओर से प्रस्तुत किए गए हैं, उसमें भी माननीय उच्चतम न्यायालय ने यही कहा है कि श्रमिक नियोजित था और उसने 240 दिन, एक वर्ष में, कार्य किया है, यह प्रमाणित करने का भार श्रमिक पर है और वह इस दायित्व को मौखिक और दस्तावेजी प्रभावशाली (Cogent) साक्ष्य पेश करके ही निर्वहन कर सकता है। विपरीत आशय निकाला जाना अतः हर मामले के तथ्यों पर निर्भर करता है और केवल शपथ पत्र अथवा श्रमिक का स्वयं का अभिकथन यह प्रमाणित करने के लिए पर्याप्त नहीं है कि उसने एक वर्ष में 240 दिन कार्य किया है। ऐसी स्थिति में वर्तमान प्रकरण में ऐसे तथ्य नहीं हैं कि विपक्षी के विरुद्ध विपरीत आशय लिया जावे।

पत्रावली पर जो भी मौखिक और लेख पत्रीय साक्ष्य है, उससे मेरे विचार से प्रार्थी यह करते हुए प्रमाणित नहीं कर सका कि प्रार्थी रामेश्वर लाल विपक्षी के यहां नियोजित किया गया और उसे दिनांक 24.03.1988 को सेवा पृथक किया गया और सेवा पृथककरण से पहले उसने एक केलेण्डर वर्ष में 240 दिन निरन्तर कार्य किया है। जब प्रार्थी यह प्रमाणित ही नहीं कर पाया है तो प्रार्थी किसी प्रकार का अनुतोष प्राप्त करने का अधिकारी नहीं है। प्रार्थी की ओर से प्रस्तुत स्टेटमेंट ऑफ क्लैम निरस्तनीय है।

उपर्युक्त विवेचन के फलस्वरूप प्रकरण में निम्न अधिनिर्णय पारित किया जाता है :—

अधिनिर्णय

“श्रमिक रामेश्वरलाल जाट पुत्र श्री बक्शाराम जाट, गांव विजयपुरा, नानसर, पी.ओ. बिन्दायका, झोटवाडा, जयपुर का विपक्षी उप मण्डल अधिकारी फोन्स, भारत सरकार निगम लिमिटेड, सांगानेरी गेट, जयपुर के यहां नियोजन में होना प्रमाणित नहीं होने से उसका स्टेटमेंट ऑफ क्लैम निरस्त किया जाता है। प्रार्थी किसी तरह की कोई राहत एवं अनुतोष प्राप्त करने का अधिकारी नहीं है।”

शुभा मेहता, न्यायाधीश

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 110/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-40011/11/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 110/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-40011/11/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 18th day of March, 2016

INDUSTRIAL DISPUTE No. 110/2014

Between:

1. The District Secretary,
National Union of BSNL Workers FNTO,
West Godavari District,
Eluru.
2. The District Secretary,
Telecom Employees Progressive Union,
W.G.Distt Branch, Eluru-2.Petitioner/Union

AND

The General Manager,
Telecom District, BSNL,
Eluru, W.G.Dist.,Respondent

Appearances:

For the Petitioner : Sri William Burra, Advocate

For the Respondent : Party in person/Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-40011/11/2014-IR(DU) dated 2.6.2014 referred the following dispute between the management of Bharat Sanchar Nigam Ltd., and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

SCHEDULE

“Whether the demands of the workmen of BSNL, Eluru is legal and justified? If not, what other relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 110/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of documents by the Petitioner.

3. Inspite of availing several opportunities to file documents, the Petitioner union failed to file documents and remained absent. No steps are taken on their behalf inspite of repeated calls which clearly indicates that the dispute of the Petitioner union has already been settled. In the circumstances stated above, it is felt that the Petitioner union has got no claim to raise. Hence, ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1831.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रवि इंटरप्राइजेज एंड ऑर्डर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 66/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 23. 08.2016 को प्राप्त हुआ था।

[सं. एल-42012/103/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

S.O. 1831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 66/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Ravi Enterprises and other and their workmen, which was received by the Central Government on 23.08.2016.

[No. L-42012/103/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM - LABOUR COURT CHENNAI

Friday, the 5th August, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 66/2014

BETWEEN :

1. Sri A.P. Nageswaran	: 1 st Party/Petitioner
2. Sri N. Somasundaram	
3. Sri A. Senthilkumar	
4. Sri G. Muruganandam	
5. Sri K. Sathyanarayanan (Workmen Committee) And 27 Others	

AND

1. M/s. Ravi Enterprises 23, Manali High Road, Jai Hind Nagar Ernavoor Chennai-600057	: 2 nd Party/1 st Respondent
2. The Superintendent Engineer Tamil Nadu Generation and Distribution Corporation Ltd. Mechanical Maintenance-II Ennore Thermal Power Station Chennai-600006	: 2 nd Party/2 nd Respondent
3. M/s. South India Corporation Ltd. 603, Anna Salai Chennai-600006	: 2 nd Party/3 rd Respondent
4. The South India Corporation Agency Ltd. South India House No. 36-40, Armenian Street Chennai-600001	: 2 nd Party/4 th Respondent
5. M/s. Chandi & Co. No. 9, Balaji Nagar, Ernavoor Chennai-600057	: 2 nd Party/5 th Respondent
6. M/s. Ganesh Enterprises 23, Manali High Road Jai Hind Nagar, Ernavoor Chennai-600057	: 2 nd Party/6 th Respondent
7. M/s. Geeta Enterprises 84, South Mada Street, Thiruvottiyur Chennai-600019	: 2 nd Party/7 th Respondent

**(1st and 7th Respondent deleted from Party Array
as per Order dated 13.04.2016)**

Appearance:

For the Petitioners 1 to 5 & 27 Others	: M/s P. Parthiban, Advocates
For the 2 nd Party/1 st Respondent	: Deleted from Party Array
For the 2 nd Party/2 nd , 3 rd & 4 th Respondents	: M/s. T.S. Gopalan & Co., Advocates
For the 2 nd Party/5 th Respondent	: Set Ex-parte
For the 2 nd Party/6 th Respondent	: Set Ex-parte
For the 2 nd Party/7 th Respondent	: Deleted from Party Array

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42012/103/2014-IR (DU) dated 05.08.2014 and 17.02.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

2. As per the reference dated 05.08.2014 the Ministry has sent the names of only 5 persons. Those are the names given in the cause title as the petitioners. As per the reference dated 17.02.2015 the Ministry has sent names of 27 more workmen as those claiming the same relief. It is stated in the reference that those workmen are also claiming permanency with the Second Respondent in the dispute raised by the Workmen Committee shown in the cause title. The names of these 27 persons are given as an annexure to the award.

3. The Schedule mentioned in that order is :

“Whether the action of the management of Tamil Nadu Generation and Distribution Corporation Ltd., South India Corporation Ltd., South India Corporation Agency Ltd., M/s. Chandi & Co., M/s. Ravi Enterprises, M/s. Ganesh Enterprises and M/s. Geeta Enterprises over the issue of non-regularization of contract labourers i.e. Sri A.P. Nageswaran & 4 Others with effect from 09.11.1992 is legal and justified? If not, what relief the workmen are entitled to?”

4. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 66/2014 and issued notices to both sides. The petitioners and Respondents 2, 3 and 4 have entered appearance through their counsel and filed Claim and Counter Statements respectively. The petitioners have filed a rejoinder in answer to the Counter Statements. Respondents 5, 6 and have remained ex-parte. R1 and R7 were deleted from the party array. The 27 persons who have subsequently entered appearance also have filed Claim Statement. The Counsel for Respondents 2, 3 and 4 have filed Memo stating that what applies to Nageswaran and 4 Others who are shown in the cause title would apply equally to the newly added 27 workmen and these Respondents have no objection to the award made in respect of Nageswaran and 4 Others being made applicable to the 27 contract workmen.

5. The averments in the Claim Statement filed by the petitioners in brief are these:

The petitioners have worked as Contract Labourers under the Second Respondent at Chennai Harbour, Dock-II. Firstly with the Third Respondent as the Contractor and thereafter with Respondents 1 and 4 to 7 as Contractors respectively. The Second Respondent who is the principal employer is generating electricity and distributing the same inside and outside the State of Tamil Nadu. For generating electricity through thermal power station coal is required and this is obtained from many parts of the country through harbor. The Second Respondent engaged contractors to unload coal from the ship to the Rail Wagon Yard. For distributing coal to different Thermal Power Station the Second Respondent engaged Contractors. Coal was brought through conveyors belonging to the Second Respondent. Conveyors are operated and maintained by the contract labourers under the supervision of the Officers of the Second Respondent. The coal conveyor is a rubber belt at the stretch of 500 metres, each with more than two segments totaling a km. length. Each segment of the conveyor is attached with drive house alongwith electrical house. These drive house and electrical house were operated by the petitioners and such persons. The conveyor is operated round the clock with three shifts including general shift. The petitioners' work involved operation of dust suppression pumps, spraying of water to suppress the dust, etc. The petitioners have joined as workers in the Second Respondent on different dates in 1992 and 1993. Though the contractors were changed from time to time the petitioners were engaged continuously for doing the work. The petitioners worked under the direct control of the Second Respondent till 30.09.2002. During 1998 the petitioners and 68 others were identified for regularization in service. Though the Second Respondent absorbed some contract labourers as a one-time measure, the names of the petitioners were not in the list for regularization. In the Writ Petition filed by the petitioners and others, the Second Respondent was directed to dispose representation submitted by the petitioners and similar persons for regularization. But it was not disposed of till date. The petitioners are entitled to be regularized in service. An order may be passed directing the Second Respondent to absorb the petitioners as Helpers.

6. The 27 workmen who have entered appearance based on the reference dated 17.02.2015 have filed a joint Claim Statement in tune with the Claim Statement filed earlier raising similar contentions except for the difference in the date of joining of different workmen.

7. The Second Respondent has filed Counter Statement contending as below:

The dispute relates to Ennore Thermal Power Station. The Second Respondent used to engage contract workmen for maintenance work primarily. Regular appointments in the service of the Board can be made only against the posts sanctioned, in the manner prescribed by the Service Regulations. In 1986 the Board prescribed qualification of National Trade Certificate / National Apprenticeship Certificate awarded by the National Council for Training and Vocational Training for the category of workmen by name helpers. This was challenged by the workmen. When the matter reached the Apex Court Justice Khalid, Former Supreme Court Judge was appointed as a Commission to consider what should be the criteria to be applied for Helpers. Justice Khalid considered the question of absorption of contract workmen in the service of the Board also. As per the report of Justice Khalid, 18006 contract workmen were to be absorbed in the establishment. However, owing to continuous losses incurred by the Board and lack of resources absorption could not be carried out within the time frame fixed by the Commission. In the year 1997 the National Productivity Council, Chennai was asked to study the work allocation and assessment of manpower on a scientific method in the Four Thermal Power Stations of Tamil Nadu and submit report. Based on the report of the Council the Engineers of the Board assessed the manpower requirements of each Thermal Power Station. After considering the report, the Board sanctioned 488 supernumerary posts for Ennore Thermal Power Station alongwith such posts for other power stations. By proceedings dated 28.04.1999 the Board gave guidelines as to the manner in which the contract workmen are to be considered for absorption against the supernumerary posts. Those who had served the Board for more number of days were to have preference over others who had worked for less number of days. The right of the contract workmen to be absorbed in the services of the Board is subject to the said conditions. The total number of contract workmen identified for absorption in Ennore Thermal Power Station was 1867 while the sanctioned posts required to be filled-up were only 512. If a claim for permanency is not available on the basis of sanctioned posts, the claim will have to be made only in terms of the provisions of Tamil Nadu Industrial Establishments (Conferment of Permanent Status to Workmen) Act. Instructions were issued to the Selection Committee that the contract workmen who had put in continuous service of 480 days in a period of 24 calendar months should be identified for absorption. The National Productivity Council did not allocate manpower for handling of coal in the Yard Jawahar Dock-II. So there was no scope to consider absorption of any of the contract workmen engaged for handling of coal in Jawahar Dock-II. The vacancies identified in Ennore Thermal Power Station for absorption of contract workmen did not cover the coal yard in Jawahar Dock-II. However, circulars and notices were issued to the Engineers of all the yards. It is accordingly the names of contract workmen from the Yard happened to be forwarded to be considered for absorption. The present dispute should be treated as individual disputes of 5 workmen. It is not a collective dispute under Section-2(k) of the Industrial Disputes Act. The five workmen cannot claim to represent a substantial section of the workmen. The petitioners were not engaged as contract workmen after 2002. Merely because some claims were wrongfully made and were wrongfully entertained it would not confer right on the contract workmen to be absorbed in the establishment. The petitioners are not entitled to any relief.

8. Respondents 3 and 4 have filed separate counter statements stating that they are unable to confirm or deny the averments in the Claim Statement and that Coal Handling was shifted from Madras Harbour to Ennore Port in 2001 and the petitioners could not have worked with them thereafter.

9. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W63 and Ext.M1 to Ext.M37.

10. **The points for consideration are:**

(i) Whether the action of the Second Respondent and Other Respondents in not regularizing the concerned contract workmen w.e.f. 09.11.1992 is legal and justified?

(ii) What, if any is the relief to which the workmen are entitled?

The Points

11. The concerned workmen were working in the Second Respondent establishment under different Contractors including Respondents 1 and 3 to 7 at Jawahar Dock-II. Coal used to be brought through this Dock for the purpose of the Second Respondent. It was brought through conveyor belonging to the Second Respondent. The concerned workmen were working in different capacities at the Dock. The Second Respondent has decided to absorb all the contract employees who had been working with it as on 05.01.1998. Order has been passed to this effect. According to the concerned workmen though they were also identified as persons to be absorbed their name did not appear in the list prepared for the purpose. According to them, they have started to work for the establishment on various dates during the period from 1992-1994 and thus had been working for a long time and had completed more than 3000 days of work in the establishment. They are aggrieved that the Second Respondent did not absorb them in service in spite of the decision taken to this effect.

12. According to the second Respondent which is the contesting Respondent the National Productivity Council had submitted a report regarding the work allocation and assessment of manpower and on the basis of this report the engineers of the Second Respondent had prepared a review report and thereafter the Board had issued an order on 28.04.1999 sanctioning supernumerary post. The number of posts allowed for Ennore Thermal Power Station under which the concerned workmen comes had been only 488. But out of this none were in respect of Jawahar Dock-II where the concerned workmen have claimed to have been working, 7 posts of engineers in different category only were allowed for Jawahar Dock-II. The 488 vacancies identified in Ennore Thermal Power Station for absorption of contract workmen did not cover the coal yard in Jawahar Dock-II at all. Thus according to the 2nd Respondent it was not possible to absorb any of the workmen who had worked as contract workers in Jawahar Dock-II. Their names were not included in the list for the purpose of absorption. Thus according to the second Respondent none of the concerned workmen are entitled to be absorbed in the establishment.

13. The concerned workmen have produced documents to show that they were working in the establishment from 1992 onwards and had worked for a long time and they were also considered for absorption, though it never materialized. Ext.W12, Ext.W29, Ext.W30, Ext.W31, Ext.W32, Ext.W51 and Ext.W55 are experience certificates issued by the different Contractors for the concerned period during which the workers have worked under them. After the Second Respondent has decided to absorb the contract workmen, identification of the workmen was done and for this purpose their particulars were called for in a format. Ext.W1, Ext.W5, Ext.W6, Ext.W7, Ext.W8, Ext.W26, Ext.W27, Ext.W48, Ext.W49, Ext.W52 and Ext.W53 are the formats submitted by the concerned workmen for their identification done on two occasions. It could be seen on going through this that the form contains the signature of the Contractor and is also countersigned by the Assistant Executive Engineer of the Second Respondent. In all this, the first date of appointment of the workmen is on different dates during the period from 1992 to 1994. There are also the identification cards issued to the different workmen marked as Ext.W11 (series), Ext.W50 (series) and Ext.W54 (series). There is also the register of workmen and wage register marked as Ext.W24 and Ext.W25 respectively. These documents are sufficient to show that the concerned workmen have been working in the Coal Yard at Jawahar Dock-II that they have started to work during the period from 1992 to 1994 and have been working there until the work of shifting the coal was shifted from the place and the entire establishment was dismantled in 2002.

14. Ext.W43 is the proceedings of the Second Respondent dated 06.09.2007 on the basis of which it was decided to constitute a committee to examine the work of contract labourers who were not covered by the previous settlement in this respect, for absorption. This was done on the basis of the representation made by the contract workmen. It could be seen from the subsequent proceedings of the Board that though the Contractors changed from time to time they were not allowed to change the contract workmen and were insisted that the same workers who were already working should be engaged. Ext.M8 dated 28.04.1999 by which regular and supernumerary posts of Helpers have been sanctioned to accommodate contract workers states that those who were identified as on 05.01.1998 shall be absorbed and the process of absorption shall take effect from 01.05.1999. Ext.M9, the proceedings dated 05.01.1998 of the Second Respondent has given direction that a specific condition is to be prescribed in the agreement with the Contractors that the existing manpower shall not be increased and that new workers shall not be engaged. Thus it could be seen that as a preliminary to absorption of contract workmen, the Board had started to insist even in 1998 that the same set of contract workmen who were already working for the Board should be taken for work by the new Contractors also. Ext.W22 is the instruction given by the Chief Engineer on 22.02.1999 that engagement of new contract workers in place of previously working contract workers is not in order. Ext.M10 dated 26.09.1999 is the proceedings approved by the Board by which permission was granted to continue the works contract for discharge of coal through conveyor at Chennai Port Trust. Ext.M12 is the proceedings dated 29.04.1999 by which the Board had decided to absorb all the contract workers based on seniority from among the persons who were already identified. It further states that the seniors in the list will be absorbed first and for this purpose the list of persons already identified as on 05.01.1998 and available with the Chief Engineer will be the basis. It of course states that any contract labourer who does not find a place in the list is not entitled to absorption. However it is clear from the previous proceedings of the Board that it had decided to absorb the contract labourers based on seniority. There is no case for the Second Respondent that any of the concerned workmen are not eligible to be included in the list for the reason that they have not been working as contract workmen as on 05.01.1998. The only case is that when posts were sanctioned no sanction was made for providing workmen at Jawahar Dock-II. This seems to be the reason for not including the concerned workmen in the list in spite of the fact that they have submitted formats as required. However, absence of sanction of posts for Jawahar Dock-II is not of any consequence if the concerned contract workmen had been working in the place for a long time continuously. It is the case of the workmen that though they were engaged as contract workmen, they were under the control of the Officers of the second Respondent itself. The very fact that the Second Respondent was deciding the manner in which the workmen are to be engaged, the fact that they were insisting that the same old set of contract workmen should be engaged continuously would show that those workmen were working continuously and were directly under the control of the Second Respondent. In any case as per Ext.M14 dated 27.10.1999 the Board had decided that those workmen who remained after posting in the sanctioned strength shall be diverted to other areas as directed. It is clear from the different proceedings of the Board that the decision of the Board was to absorb all the contract workmen who were working in the Board as on 05.01.1998 on the basis of their seniority. If this criteria is taken into account the names of the concerned workmen should have found a place on the top of the list prepared for

the purpose of absorption. They were omitted from the list only on the ground that the posts were not sanctioned for Jawahar Dock-II. This was not fair on the part of the Second Respondent. The decision was to create supernumerary posts as Helpers to absorb the contract workmen and in that case even if posts were not sanctioned for Jawahar Dock-II, they should have been included in the list and also given absorption as Helpers in some other sanctioned posts, based on their seniority.

15. The counsel for the Respondent has raised several technical contentions against the dispute raised by the petitioner. It is stated in the Counter Statement itself that the claim is not based on a collective dispute and it cannot be considered as one under Section-2(k) of the Industrial Disputes Act. According to him, it should be treated as individual disputes under Section-10(1)(d) of the Act. The counsel has referred to the decision of the Apex Court in RAM PRASAD VISHWAKARMA VS. CHAIRMAN, INDUSTRIAL TRIBUNAL, PATNA reported in AIR 1961 SC 857 in this respect. The dictum laid down therein is that the dispute between an industrial workman and an employer cannot be an industrial dispute as defined in Section-2(k) of the Industrial Disputes Act. But the same decision states that it becomes a dispute as defined in Section-2(k) if it is taken up by a Union of Workmen or by a considerable number of workmen. It is pointed out on behalf of the petitioner that the present dispute is one taken up by a considerable number of workmen and that a workmen committee has been constituted for the purpose. It could be seen from the very order of reference that Nageswaran and Four Others shown in the reference raised the dispute as a workmen committee. Even other documents would show that a committee was constituted for the purpose. Ext.W29 is the letter written by the First Petitioner herein referring to as the Workmen Committee to the Assistant Labour Commissioner. This states that a Committee of Workmen in the name of Nageswaran and Four Others was formed and dispute was raised before him and the dispute has been registered already. Ext.M28 is the order of the High Court which shows the petitioner as the contract labour welfare association represented by its Secretary, Nageswaran, the First Petitioner herein. So it is clear that it is not a dispute raised by some individual workmen in their individual capacity but was raised by a group of aggrieved workmen after forming a committee for the purpose. So there is no basis for the contention that the dispute cannot be considered as one under Section-2(k) of the Industrial Disputes Act.

16. Another contention that has been advanced on behalf of the Respondent is that there is huge delay in raising the dispute and for this reason also the claim cannot be entertained. According to the counsel, in view of the delay no dispute either existed or is apprehended and for this reason itself the claim is to be rejected. The counsel has referred to the decision in OSHIAR PRASAD AND OTHERS VS. EMPLOYERS IN RELATION TO MANAGEMENT OF SUDAMDIH COAL WASHERY OF M/S BHARAT COKING COAL LIMITED reported in 2015 4 SCC 71 in this respect. Some contract employees of the colliery were terminated from service in the year 1981. They raised dispute claiming absorption in the colliery. The Apex Court found that the service of the concerned workmen were terminated long prior to the making of the reference and they were not in the service of either the Contractor or the Colliery on the date of making the reference in question and therefore there was no industrial dispute existing or apprehended in relation to the absorption of the concerned workmen on the date of making the reference. It was further held that the appropriate government is empowered to make a reference under Section-10 of the Act only when industrial dispute is existing or was apprehended between the parties. Reference was also made to the decision in PRABHAKAR VS. JOINT DIRECTOR, SERICULTURE DEPARTMENT AND ANOTHER reported in 2015 SCC ONLINE SC 1055 in this respect. It was held in this that in those cases where period of limitation is prescribed within which action is to be brought before the Court, if the action is not brought within the prescribed period the aggrieved party loses remedy and cannot enforce its legal right after the period of limitation is over. Likewise in other cases even where no limitation is prescribed, but for a long period the aggrieved party does not approach the machinery provided under law for redressal of grievance it can be presumed that the relief can be denied on the ground of unexplained delay and latches and on the presumption that such person has waived his right or acquiesced into the act of the other.

17. The argument on behalf of the Respondent based on the legal proposition laid down above will not hold good for different reasons. In support of his case that there was delay on the part of the workmen in approaching the authority the counsel has referred to Ext.M36, the order of the High Court in Writ Petition No. 12304/2004. In this the Hon'ble High Court passed an order on 12.10.2004. It was a Writ Petition filed by one Muruganandan, an aggrieved workman claiming absorption in the service of the Board. The High Court had dismissed the Writ Petition giving the petitioner liberty to approach the statutory authority under the relevant provisions of the Act. This application has been filed by a single person and cannot be made applicable to other persons. Apart from this, the claim of the petitioner in that case was to approach the authority under the Tamil Nadu (Conferment of Permanent Status) Act. This should not dissuade the petitioner or other aggrieved workman from seeking relief through any other forum.

18. Admittedly the service of the concerned workmen came to an end on 30.09.2002. The argument of the counsel for the Respondent is that the dispute was raised only in 2013, as could be seen from the order of reference. There is no doubt about this fact. However, it could be seen that the workmen have started their attempt for absorption in the Second Respondent establishment immediately after the Board has decided to absorb the contract workmen based on seniority. Reference has already been made to the forms submitted by them for the purpose of identification for fixing their seniority. Apart from this, there are the different proceedings initiated by them before the High Court. Writ Petition No. 14144/99 was filed by them. Then 10 of them again approached the High Court and filed Writ Petition No. 15226/1999 claiming permanency. This was disposed directing the Second Respondent to dispose the representation

submitted by the petitioners, but it was not disposed. They again approached the High Court with Writ Petition No. 16307/1999 claiming permanency and again direction was given to the Second Respondent to dispose the representation given by the petitioners within a prescribed period but the Second Respondent is said to have not passed any order. They again approached the High Court with Writ Petition No. 17887/1999 and this was also disposed directing to consider the representation. Petitioners have stated in the Claim Statement that they have submitted several representations before the higher authorities of the Second Respondent but they have not taken any action. It could be seen from the documents produced that the petitioners were continuously raising the issue. Ext.W44 to Ext.W47 would prove that the issue was remaining alive. Ext.W46 dated 09.02.2011 is the reply written by the Chief Engineer of Ennore Thermal Power Station to the Chief Engineer of the Board about the claim. Ext.W47 dated 23.02.2011 is also one such letter. Thus it could be seen that the issue always remained live in spite of the fact that the concerned workmen were stopped from work in the year 2002. Even in Prabhakar's case referred to earlier while stating that the right becomes non-existent in case of delay, the Apex Court has cautioned that in those cases where Court finds that disputes still existed though raised belatedly it is always permissible for the Court to take the aspect of delay into consideration and mould the relief. In such cases it is still open for the Court to either grant reinstatement without backwages or lesser backwages or grant compensation instead of reinstatement, it was held. Thus, it could be seen that the matter need not become a closed chapter in view of the delay alone. On the other hand, each case has to be considered on the particular facts and circumstances and in case it is found that the dispute is a valid one relief can be moulded considering the delay also.

19. It has also been argued on behalf of the Respondent that only when a contention is raised that the contract entered into between the Management and the Contractor is a sham one the industrial adjudicator would get jurisdiction to decide the issue. The counsel has referred to the decision in STEEL AUTHORITY OF INDIA LIMITED VS. UNION OF INDIA AND OTHERS reported in 2006 12 SCC 233 in this respect. It was held here that when a stand was taken by the employees that they have been working under the Contractors the issue cannot be adjudicated by the Tribunal. However, the dictum laid down in the above decision will not be a hurdle to the petitioners in view of the very stand taken by the First Respondent. The case of the petitioner is that though they were working through the contractor, they were under the direct control of the Second Respondent. This is not disputed. More than this, there is the decision of the Second Respondent to absorb all the contract labourers who were working for it as on 05.01.1998. The Second Respondent has already decided that those workmen are its workers and had even directed the Contractors to engage only those workers. By virtue of the decision of the Second Respondent to absorb all those workmen, they are to be treated to have been the workmen of the Second Respondent as on the date on which the decision was taken. Act of the Second Respondent to absorb them and regularize them was only a matter of implementation of the decision that was already taken. So the dispute is to be treated as espoused by the group of workmen who were working for the Second Respondent under it. The objection raised by the Second Respondent in this behalf also is to be rejected.

20. The Schedule of reference is whether the action of the Respondents on the issue of non-regularization of the labourers is legal. However, in the context of the dispute it is to be read as reinstatement and regularization, though not expressively stated in the schedule of reference. The concerned workmen are entitled to the relief claimed.

Accordingly, an award is passed as below:

The Second Respondent is directed to reinstate, absorb and regularize all the workmen concerned in the dispute within two months of the publication of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th August, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri A.P. Nageswaran
 For the 2nd Party/Respondent : MW1, Sri R. Shankar

Documents Marked:

On the Petitioner's side

<u>Ext. No.</u>	<u>Date</u>	<u>Description</u>
Ext.W1	12.11.1998	Form of the first time identification conducted by the 2 nd Respondent corporation for absorption for the post of Helper
Ex.W2	04.03.1999	The CE/Personal instructions in continuation of his earlier communication to send particulars of the CL as on 05.01.1998

Ext.W3	19.03.1999	Instructions given by the CE/ETPS to identify the contract labourers as per the above instructions given on 04.03.1999
Ext.W4	22.03.1999	Circular intimating the absorption of the contract labourers pasted at the Jawahar Dock-II by the Assistant Executive Engineer/ETPS
Ext.W5	30.03.1999	Second time identification done by the 2 nd Respondent corporation through the EE/ETPS for 23 rd persons
Ext.W6	31.03.1999	Second time identification done by the 2 nd Respondent corporation through the EE/ETPS for 29 th persons
Ext.W7	02.04.1999	Second time identification done by the 2 nd Respondent corporation through the EE/ETPS for 3 persons
Ext.W8	02.04.1999	Second time identification done by the 2 nd Respondent corporation through the EE/ETPS for 14th persons
Ext.W9	28.04.1999	(Per) B.P. (FB) No. 17
Ext.W10	03.01.2000	Order of W.P. No. 16307 of 1999
Ext.W11	-	Passes and identification card issued by the 1 st Respondent Corporation
Ext.W12	-	Experience certificates issued by the 1 st Respondent, 3 rd Respondent, 4 th , 5 th , 6 th and 7 th Respondent to the Petitioner
Ext.W13	06.06.1997	ESI Card issued by the ESI Corporation
Ext.W14	12.10.2004	Order passed in WP No. 12304/2004
Ext.W15	12.05.2008	B.P. No. 9 passed by the Respondent Corporation
Ext.W16	27.11.2010	Letter communication by the CE/Personnel to the 2 nd Respondent instructing to furnish the details of the identified CLs without delay
Ext.W17	23.02.2011	Letter communication by the CE/Personnel to the 2 nd Respondent instructing to furnish the details of the identified CLs
Ext.W18	25.02.2011	Letter communication by the 2 nd Respondent to his superior furnishing the details of the identified CLs
Ext.W19	28.02.2011	Letter communication by the CE/ETPS to the CE/P enclosing the details of the identification files of 399 sheets
Ext.W20	-	Quick reference of the petitioner's engagement with the 2 nd Respondent for his claim for absorption
Ext.W21	15.07.1997	The 3 rd Respondent submitting his half yearly return under the relevant of the CLRA Act, Central Rules, 1971 to the ALC/Central/Madras
Ext.W22	23.02.1999	Instruction given by the Chief Engineer / ETPS to the 2 nd Respondent for engaging the petitioners permanently where the Contractors changes time to time
Ext.W23	-	Photographs showing the petitioners and the other similarly placed contract labourers engaging in the Coal Conveyor Plant JD-II
Ext.W24	1995	Register of Workmen employed by the Contractors (FORM XIII Rule 75 of the Contract Labour (Central) Rules 1971) for the year 1995 of 59 CLs including the petitioners
Ext.W25	1995	Wage Register (FORM XVII (Rule 78(1)(a)(i) of the Contract Labour (Central) Rules 1971)
Ext.W26	12.11.1998	Form of the first time identification conducted by the 2 nd Respondent Corporation for absorption for the post of Helper for the 2 nd , 3 rd , 4 th and 5 th petitioner

Ext.W27	31.03.1999	Second time identification done by the 2 nd Respondent Corporation for the 1 st , 2 nd 3 rd , 4 th and 5 th Petitioner
Ext.W28	1992-2002	Passes and identification card issued by the 1 st , 3 rd , 4 th , 5 th 6 th and 7 th Respondent for 2 nd 3 rd , 4 th & 5 th Petitioner
Ext.W29	1992-2002	Experience Certificate issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for the 2 nd Petitioner
Ext.W30	1992-2002	Experience Certificate issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for the 3 rd Petitioner
Ext.W31	1992-2002	Experience Certificate issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for the 4 th Petitioner
Ext.W32	1992-2002	Experience Certificate issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for the 5 th Petitioner
Ext.W33	-	ESI Card issued by the ESI Corporation to the 3 rd and 5 th Petitioner
Ext.W34	-	Employee Card issued by the 3 rd and 7 th Respondent for the 2 nd , 3 rd , 4 th and 5 th Petitioner
Ext.W35	5/2011	Proceedings of the Chief Engineer / ETPS to the Chief Engineer/Personnel in respect of the absorption of the petitioners alongwith 64 others
Ext.W36	19.03.1999	Instruction given by the CE/ETPS to identify the CLs as per the instructions given on 04.03.1999
Ext.W37	06.01.2000	Order issued by the AEE/ETPS/Coal movement to the Vigilance Officer/Chennai Port Trust for issuing temporary monthly photo pass to the petitioners and others
Ext.W38	04.05.2013	Information obtained through RTI in connection with the vacancy for the post of Helper in the 2 nd Respondent corporation as on 31.03.2013
Ext.W39	01.09.2014	Reply given by the Information Officer/TNEB to the 1 st Petitioner with regard to the papers claimed for his Absorption
Ext.W40	-	Statements showing the National Productivity Council (NPC) with regard to the absorption of CLs
Ext.W41	-	Statement showing the names of the permanent employees of the 2 nd Respondent (TNEB Staff) worked in the Conveyor Plant during the petitioners were engaged
Ext.W42	-	Quick reference of the petitioner's engagement with the 2 nd Respondent
Ext.W43	09.01.2008	Per B.P. (Chairman) No. 9
Ext.W44	07.10.2010	Letter communication by the CE/Personnel to the Second Respondent instructions to furnish details of the identified CLs without delay (documents received from RTI)
Ext.W45	21.01.2011	Letter communication by the CE/ETPS of 2 nd Respondent to instructions to furnish details of the identified CLs without delay (documents received from RTI)
Ext.W46	09.02.2011	Letter communication by the CE/ETPS of Second Respondent to CE/Personnel for Muruganandam and 59 Others permanent absorption (received from RTI)
Ext.W47	23.02.2011	Letter communication by the CE/Personnel to the Second Respondent request for absorption in TNEB details called for
Ext.W48	12.11.1998	Form of the first time identification obtained through Right to Information Act, conducted by the 2 nd Respondent Corporation

		for absorption for the post of helper for 6 th to 23 rd petitioners alongwith translated copies.
Ext.W49	30.03.1999 to	Second time identification done by the 2 nd Respondent 02.04.1999 Corporation, through RTI, by the EE/ETPS for 23 petitioners from 6 th to 23 rd petitioner with translated copy in English
Ext.W50	1992-1993	Passes and identification card issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for 6 th to 23 rd petitioner
Ext.W51	1992-2002	Experience certificates issued by the 1 st , 3 rd , 4 th , 5 th , 6 th & 7 th respondents for 6 th to 23 rd petitioner
Ext.W52	12.11.1998	Form of the first time identification, conducted by the 2 nd Respondent corporation for absorption for the post of helper for 29 th and 30 th petitioners with English translation
Ext.W53	30.03.1999 to 02.04.1999	Second time identification done by the 2 nd Respondent corporation, for 29 th , 30 th , 31 st & 32 nd petitioner with translated copy in English
Ext.W54	1992-2002	Passes and identification card issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for 29 th , 30 th and 32 nd petitioner
Ext.W55	1992-2002	Experience certificates issued by the 1 st , 3 rd , 4 th , 5 th , 6 th and 7 th Respondents for 29 th and 32 nd petitioner
Ext.W56	12.01.2001	Letter issued by the AEE/ETPS for continuous work
Ext.W57	05.08.2014	Order of the Ministry of Labour referring the ID 66/14
Ext.W58	-	Notice to the petitioners for filing claim in the ID by this Court
Ext.W59	02.09.2014	Representation given by the workmen committee for inclusion of 27 contract workmen
Ext.W60	08.01.2015	ALC/C letter to Sec. to Government to include the 27 person in the present ID
Ext.W61	09.02.2015	Lawyer notice issued to the Secretary to Government
Ext.W62	-	Receipt & Acknowledgement of notice served above
Ext.W63	17.02.2015	Communication sent to the Presiding Officer, CGIT-cum-Labour Court, by the Ministry of Labour & Employment

On the Management's side

Ext. No.	Date	Description
Ext.M1	1967	Extract of Tamil Nadu Electricity Board Service Regulations – 2 Sheets
Ext.M2	15.09.1978	Registration Certificate u/r C.L. (R&A) Act – Ref.No. 6/78 dated 15.09.1978 – B3-2046-78-enclosing Form-II
Ext.M3	25.05.1998 and	Amendment to R.C. u/r Ref.No. C/2137/98 dated 25.05.1998 – From Deputy Chief Inspector of Factories – I Division, Chennai-600006 to Principal Employer, ETPS., Chennai-600057 – enclosing list of 60 Contractors
Ext.M4	30.11.1992	Licence issued by ALC (C) under Contract Labour (Regulation and Abolition) Act – Form – VI – Licence No. L-I-96-92 dated 30.11.1992 by ALC (Central), Madras – to M/s. South India Corporation Ltd., 603, Anna Salai, Rani Seethai Hall, Madras-600006
Ext.M5	14.12.1996	Renewal of License u/r C.L.R.A Act – Ref. M46 (115) – 92 – I/D2 dated 14.12.1996 – Issued by ALC (C) – I, Chennai to South India Corporation Ltd., 603, Anna Salai, Rani Seethai Hall, Madras-600006

Ext.M6	20.08.1997	Board's Proceedings (F.B.) No. 67
Ext.M7	28.04.1999	Board's Proceedings (B.P.) No. 16 enclosing the number of posts recommended in ETPS, TTPS and MTPS enclosing proposal of NPC with the recommendation of the concerned officers of the TNEB.
Ext.M8	28.04.1999	B.P. (FB) No. 17 enclosing name of Contract of Workmen – List of 1867 Contract Labour
Ext.M9	05.01.1998	Memo No. 00088/I/IR (1) 98-1-Instructions for engagement of contract labours – Direction not to increase existing manpower and not to engage new workers
Ext.M10	26.09.1999	Departmental Note by C.E., ETPS to M.(G), TNEB for terminating of running maintenance contracts in reference to BP-17 of 28.04.1999 – work carried out by South India Corporation Agencies Limited from 01.11.1998 and to continue the contract of SICAL at Harbour till 31.10.1999
Ext.M11	10.06.1999	Letter from Chief Engineer/Mechanical (I/C), Thermal Stations, Chennai-600002 – To Chief Engineer, Ennore Thermal Power Station, Chennai-600057
Ext.M12	29.04.1999	Memo No. 025908/35/CL/A2/99-4 dated 29.04.1999 from TNEB, Chennai-600002 to Chief Engineers of 4 Thermal Power Stations
Ext.M13	07.05.1999	Proceedings of M(G) under Memo No. 025908/35/CL/JA2/99-5 regarding absorbing of contract labours in 4 Thermal Stations as on 05.01.1998 as Helpers – Instructions/Guidelines – Issued.
Ext.M14	27.10.1999	Memo No. 025908/35/CL/JA2/99-25 dated 27.10.1999 from Chief Engineer (Personnel), TNEB – Chennai-600002 to – Chief Engineers of 4 Thermal Power Stations
Ext.M15	17.12.1998	Works Contract (WCT) issued by ETPC to South India Corporation Agencies Limited for Coal Handling work at Jawahar Dock-II, Chennai Harbour (WCT-3494/D/047/98 dated 17.12.1998
Ext.M16	<u>27.04.2000</u> 18.05.2000	Works Contract (WCT) issued to Ravi Enterprises for 18.05.2000 Coal Handling work at Jawahar Dock-II, Chennai Harbour (WCT-3724/D/139/2000) dated 27.04.2000/18.05.2000
Ext.M17	<u>10.04.2001</u> 24.05.2001	Works Contract (WCT) issued to Geetha Enterprises for Coal Handling work at Jawahar Dock-II, Chennai Harbour (WCT/613/D/79/2001) dated 10.04.2001/25.05.2001
Ext.M18	22/25.09.2000	Works Contract (WCT) issued to Sri Ganesh Enterprises for Coal Handling work at Jawahar Dock-II, Chennai Harbour – (WCT-3788/D/507/2000) dated 22/25/09/2000 and WCT No. 3788/F/Amendment/D/181/2001 dated 23/26.07.2001
Ext.M19	01.11.2000	Works Contract to Sri Ganesh Enterprises – WCT-3788/D/577/2K/01.11.2000
Ext.M20	15.12.2001	Sri Ganesh Enterprises – Works Contract – WCT.3887/D-01/23.11.2001 – K2 Agreement+004/2001-2002
Ext.M21	24.05.2003	Letter from ETPS to Chennai Port Trust – Reg. – Dismantling of Coal Movement Division – land, building and conveyor system at JD-II effective on 15.05.2003 and requesting clearance certificate
Ext.M22	25.06.2003	Letter from ETPS to Chennai Port Trust that having vacated the site effective 15.05.2003 – paying of license fee for land and building beyond 15.05.2003 does not arise

Ext.M23	25.07.2003	Letter from SICAL Logistics to TNEB, Chennai acknowledging handing over of site occupied by Conveyor System at JD-II, Chennai Harbour to Chennai Port. Trust (Ref..SICAL/099/03-04 dated 25.07.2003)
Ext.M24	29.03.2004	Letter from Superintending Engineer, ETPS to Chennai Port Trust – No licence fee is payable from June 2003 (ETPS/F31/D1081/2004 dated 29.03.2004)
Ext.M25	28.06.2000	Letter from South India Corporation (Agencies) Limited to ETPS claiming reimbursement of PF and ESI contributions from ETPS (Ref.SICAL/COAL/348 dated 28.06.2000)
Ext.M26	21.09.1999	Writ Petition No. 16307 of 1999 – Affidavit dated 20.09.1999 of A.P. Nageswaran – filed on behalf of Members of ETPS Conveyor (Harbour Contract Labours Welfare Association)a
Ext.M27	29.12.1999	Counter of TNEB dated 29.12.1999 in WP No. 16307 of 1999
Ext.M28	03.01.2000	Order dated 03.01.2000 of Hon'ble High Court of Madras in WP No. 16307 of 1999 and WMP No. 23590 of 1999
Ext.M29	01.07.2000	Letter from ETPS to A.P. Nageswaran with postal acknowledgement
Ext.M30	28.07.1999	Affidavit dated 28.07.1999 filed by Umasivan and Others including – Claimants – K. Sathyaranarayanan, G. Muruganandam and N. Somsundaram) – W.P. 15226 of 1999
Ext.M31	07.10.1999	Counter affidavit of TNEB – in W.P. No. 15226 of 1999
Ext.M32	03.01.2000	Order dated 03.01.2000 of Madras High Court in WP No. 15226 of 1999 & WMP No. 22003 of 1999
Ext.M33	31.01.2000	Representation of S. Umasivan and 11 others to EPPS – Chennai – 600057
Ext.M34	19.04.2000	Letter from S.E. – ETPS – to g. Muruganandam – (Ref. ETPS/043/2000 dated 19.04.2000)
Ext.M35	23.01.2004	Order in WP No. 17887 of 1999 – W.P. closed – (filed by G. Muruganandam and 58 Others)
Ext.M36	12.10.2004	Order of Hon'ble High Court in W.P. No. 12304 of 2004 and WPMP 14379/2004 – filed by G. Muruganandam
Ext.M37	28.04.1999	Ennore Thermal Power Station (TNEB Ltd.) – Name of 1867 Contract Labour Referred in B.P. 17 dated 28.04.1999

Names of 27 persons listed in the Annexure:

1. Sri Y. Gnanaprakasam	15. Sri K. Subramaniyan
2. Sri S. Sampathkumar	16. Sri H. Bailen Thomas
3. Sri K. Venkatesan	17. Sri G.P. Annadurai
4. Sri M. Murugan	18. Sri S. Umasivan
5. Sri A. Georgekumar	19. Sri V. Selvakumar
6. Sri G. Raja	20. Sri M. Ramesh
7. Sri R.S. Sankar	21. Sri S. Subramani
8. Sri B. Arunachalam	22. Sri M. Ganesh
9. Sri R. Balasubramaniyam	23. Sri R. Arulsamy
10. Sri R.R. Sivakumar	24. Sri D. Arul
11. Sri R. Srinivasan	25. Sri D. Sivakumar
12. Sri J. Ananthram	26. Sri M.A. Sambath Kumar
13. Sri E. Samson	27. Sri V. Nethaji
14. Sri T. Madraiveeran	

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक इंदोर के रूप में विलय कर दिया भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 60/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/202/95-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 60/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the State Bank of Indore Merged as State Bank of India and their workmen, which was received by the Central Government on 24.08.2016.

[No. L-12012/202/95-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/60/97

General Secretary,
All India State Bank of Indore Employees Congress,
Hardev Nivas, 9,
Sanver Road,
Ujjain (MP)

...Workman/Union

Versus

Regional Manager,
State Bank of Indore
Merged as State Bank of India,
Zonal Office,
MP Nagar, Bhopal.

...Management

AWARD

Passed on this 5th day of July, 2016

1. As per letter dated 4-3-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/202/95-IR(B). The dispute under reference relates to:

“Whether the action of the management of Regional Manager, State Bank of Indore, Zonal Office, Bhopal in not granting increment to Sjhri Balwant Singh Gour w.e.f. 29-10-93 is justified or not? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim at Page 5/1 to 5/6. Case of Ist party Union is workman Balwant Singh Gaur was working as clerk cum cashier at Sumerakheda branch Ujjain. Chargesheet was served to him on 25-5-92. Workman was under suspension from 3-6-91 to 25-5-92. Chargesheet was issued after 11 months. Workman under his reply dated 9-9-92 denied charges against him. That Mr. Balkishan Mittal Proprietor of M/S Bharat Electricals who is dealing with business agricultural equipments. That there were several dealers with same business. Branch Manager used to grant loan for purchasing agricultural equipments. Loan amounting not less than 50 Lakh granted to purchase equipments to dealer Balkishan. Workman was issued chargesheet. That he fraudulently got sanctioned loan of Rs.55,800/- It is reiterated that said loan was sanctioned by Branch Manager beyond his delegated powers of Rs.15000/-. The entire

loan amount was transferred in current account of Shri Balkishan. The loan granted for equipments, equipments were not got insured. Enquiry conducted against workman in violation of principles of natural justice. Workman reiterates that he was not concerned with sanction of loan, enquiry was not properly conducted, workman was not supplied documents. Opportunity of defence was not allowed to him, enquiry is vitiated. Punishment imposed against workman withholding 4 increments is illegal. Findings of Enquiry Officer are perverse. On such ground, 1st party prays for setting aside order of punishment.

3. 2nd party filed Written Statement at Page 14/1 to 14/7 opposing claim of 1st party. Preliminary objection is raised that penalty of stoppage of 4 increment was imposed after holding enquiry. Workman had filed Writ Petition No. 336/99 challenging the punishment. Writ Petition is pending. Dispute has been referred his barred by resjudicata. 2nd party submits that workman was appointed as clerk cum cashier on 30-9-82. He was posted at Khategaon branch in 1985. He was transferred to Sumerakheda branch. Preliminary enquiry was conducted. On the basis of complaint, chargesheet was issued to workman on 5-1-95 for misconduct under Clause 19.5 for misconduct under Clause 19.5 of Bipartite settlement. That Enquiry Officer was appointed to Shri R.S.Parekh, G.L.Jain was appointed as Presenting Officer. Enquiry was conducted, 3 witnesses were examined. Workman was given opportunity for his defence. Enquiry Officer submitted his findings that charges against workman are proved. Punishment imposed against workman is proper and legal. 2nd party prays reference be answered in its favour.

4. 1st party filed rejoinder reiterating contentions in statement of claim. Management also filed rejoinder reiterating his contentions in Written Statement.

5. As per order dated 14-8-2013, enquiry conducted against workman was found illegal. Management was permitted to prove misconduct adducing evidence.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings?	In Affirmative
(ii) Whether the punishment of withholding increment against workman is proper and legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

7. Enquiry conducted against workman is found illegal. 2nd party was permitted to prove misconduct by adducing evidence. Management filed affidavit of Shri Suresh Bhide. Affidavit of management's witness is on the point chargesheet issued to workman on 5-1-95 workman filed reply to chargesheet on 5-7-96. Enquiry Officer was appointed. Statement of witnesses Ashok Kumar, Gulab Thakur, Narayan Singh were recorded. Whole evidence of management's witness is about conducting enquiry against workman. His evidence is absolutely silent about charges alleged against workman in document M-2 that the charges against workman pertains to workman fraudulently getting loan sanction forging the signatures. The affidavit of management's witness is not devoted on above point. Therefore the charges alleged against workman could not be proved. For above reasons, I record my finding in Point No.1 in Negative.

8. Point No.2- In view of my finding in Point No.1 Charge against workman is not proved, punishment imposed against workman withholding his 4 increments as per order dated 9-6-98(M-8) cannot be sustained, it deserves to be set-aside. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under:-

- (1) The action of the management is not proper and legal.
- (2) Order of punishment is set-aside. 2nd party is directed to release 4 increments of workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1833.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीपीडब्ल्यूडी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नं. 2, नई दिल्ली के पंचाट (संदर्भ सं. 104/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/41/2003-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 104/03) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD, and their workmen, received by the Central Government on 24.08.2016.

[No. L-42012/41/2003-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, DELHI 110 032

Present: Shri Harbansh Kumar Saxena

ID. No. 104/03

The Presiding,
All India CPWD (MRM) Karamchari Sangathan (Regd.)
4823, Balbir Nagar Extension, Gali No. 13 Shahdra.

Vurses

The Executive Engineer,
CPWD, Electrical -15, I.P. Bhawan.
New Delhi.

AWARD

The Central Government in the Ministry of Labour Vide Letter No. L-42012/41/20003 dated 10.07.2003 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether the demand of the Union in relating to regularization of the services of workman, Sh. Brij Mohan Chitra, Ex-Motor Lorry Driver worked as Contract Labour in the establishment of Central Public Works Department, Electrical Division -15, I.P.Bhawan , New Delhi is legal and justified? If yes, to what relief the workman is entitled and from which date?

On 12.08.2003 reference was received in this Tribunal. Which was register as I.D No.104/2003 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed claim statement on 24.11.2003. Where-in he prayed as follows:-

- a. hold the termination of claimant No.2 is illegal, arbitrary and entitled to reinstatement in his service w.e.f 24.08.2001 with continuity of service with all consequential benefits including full back wages and interest thereon;
- b. hold that the claimant No. 2 is entitled to be regularized against available sanctioned vacant posts of Motor Lorry Driver for having rendered more than 240 days of work in a year interruptedly;
- c. during the pendency of claim petition before Hon'ble Tribunal it is requested that this Hon'ble Court may be pleased to direct the respondent to reinstate the claimant No. 21 with all consequential relief and beliefs U/s 33(A) of I.D.Act, 1947;
- d. Andpass such other order or orders as are deemed fit and proper in the interest of justice.

Against claim statement management filed written statement on 24.02.2004 .Through which it prayed as follows:-

“It is most respectfully submitted that the claim is devoid of merits and deserves NIL award in the matter.”

Against written statement workman filed rejoinder on 19.04.2004. Through which he reaffirmed the contents of claim statement.

My Ld. Predecessor proceed to decide this Industrial Dispute on the basis questions of determination mentioned in schedule of reference. He has not framed any issue.

On 1.1.2007 evidence of workman concluded and 15.4.2007 was fixed for management evidence. After several adjournments management filed affidavit of management witness on 5.5.2008, copy of which supplied to Ld. A/R for the workman and fixed for cross-examination of management witness.

Subsequently on 13.01.2009 it was informed on behalf of management that management witness has retired so he cannot be produced for cross-examination. It was also prayed on behalf of management that new affidavit of new management witness is to be filed and adjournment has been sought on this count and case was adjourned to 5.3.2009.

On 5.3.2009 affidavit of witness Sh. Ram Kanwar, Executive Eng. Was filed. Copy of which supplied to workman and 5.5.2009 was fixed for tendering of affidavit and cross-examination of management witness. On 5.5.2009 adjournment has been sought on behalf of management which was allowed and case was adjourned to 27.07.2009.

On 27.07.2009 witness was not present. Hence case was adjourned to 30.09.2009.

This case was further adjourned to 30.09.2009, 11.12.2009, 18.02.2010, 05.05.2010, 25.08.2010, 9.11.2010, 3.2.2011, 3.05.2011, 21.07.2011, 27.09.2011, 5.12.2012, 29.3.2012, 1.08.2012, 29.10.2012, 10.01.2013, 15.04.2013, 20.05.2013, 26.07.2013, 2.09.2013, 31.10.2013, 9.1.2014, 3.3.2014, 15.04.2014, 30.05.2014, 2.07.2014, 2.9.2014, 20.10.2014, 27.11.2014, 20.01.2015, 30.03.2015, 8.6.2015, 13.08.2015, 29.10.2015, 21.12.2015 and 17.02.2016.

On 13.04.2016 after aforesaid adjournments to management to produce management witness, case was again adjourned to 6.6.2016.

On 6.6.2016, I closed the right of adducing evidence of management as it is continuously adopting delaying tactics and I fixed 8.6.2016 for arguments.

On 8.6.2016 none turn up so I reserved the award in this old ID. of 2003. To pass present award in this old ID. I perused the pleadings and evidence of workman. Perusal of order dated 7.7.2014 makes it crystal clear that workman filed his affidavit in his evidence and copy of which supplied to management for cross-examination of workman.

Ld. A/R for the management has cross-examined workman at length but nothing could be extracted out. Which could be favourable to management.

On the basis of contents of affidavit and cross-examination there appears that workman was employee of management and no retrenchment compensation was provided to him under section 25-F ID. Act. Which has been provided to workman at the time termination of his services. So workman is entitled to only compensation of Rs. 50,000/- only on the basis of settled law of Supreme Court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000/- (Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr AIR 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon'ble Supreme Court held thus, "grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Workman of the instant case was not appointed by following due procedure and as per rules. He had rendered service with the respondent as a contractual worker, thus. Compensation of Rs. 50,000/- (Rs. Fifty thousand only) by way of damages as compensation to the workman/claimant by Management after expiry of period of limitation of available remedy against Award. That will meet the ends of Justice.

Thus Reference is liable to be decided in favour of workman and against Management. Claim statement is allowed.

Award is accordingly passed.

Dated:-8.07.2016

HARBANSK KUMAR SAXENA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1834.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, असनसोल के पंचाट (संदर्भ सं. 74/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-22012/297/2005-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1834.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Kenda Area of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 24.08.2016.

[No. L-22012/297/2005-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

PRESENT: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE No. 74 OF 2006

PARTIES: The management of New Kenda Colliery of M/s. E.C.L.

Vs.

Sri Sibram Bisai

REPRESENTATIVES:

For the management : Sri P. K. Das, Ld. Advocate

For the union (Workman) : Sri S. K. Pandey, Union Representative

INDUSTRY: COAL STATE : WEST BENGAL

Dated : 11.08.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/297/2005-IR(CM-II) dated 06.10.2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Sri Sibram Bisai, Surface Trammer, U.M. No. 897934 w.e.f. 16.07.2001 is legal and justified? If not, to what relief the workman is entitled? ”

1. Having received the Order No. L-22012/297/2005-IR(CM-II) dated 06.10.2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 74 of 2006 was registered on 31.10.2006. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. The workman Sri Sibram Bisai has stated, in brief, in his written statement that he was in employment of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited as Surface Trammer bearing him Man No. 097934. He fell sick on and from 21.09.1997 and could not attend his duty. He informed the management about his sickness. When the concerned workman reported for duty, but he was not allowed to join his duty, rather he was dismissed from service without serving copy of Charge Sheet. The union raised the dispute before the Assistant Labour Commissioner (Central), Raniganj. During the conciliation proceeding the management served the copy of Charge Sheet and copy of Dismissal Letter. Management did not follow the principle of natural justice. Management conducted the departmental enquiry ex-parte against the workman and passed the Dismissal Order. Workman was not given opportunity to prove his innocence. He was never served with the copy of Charge Sheet or Enquiry Notice. He was not served 2nd Show Cause Notice before passing Dismissal Order. The management acted in violation of principle of natural justice. The Enquiry Officer and Presenting Officer are highly biased and prejudice against the workman. The dismissal is illegal. Workman belongs to downtrodden community. He is sitting idle without any job and his whole family is dying without meal. Workman has prayed that the management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited be directed to re-instate the workman in service with payment of full back wages from the date of dismissal with all consequential benefits.

3. Agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has stated in brief in his written statement that the ex-workman remained absent from his duty continuously since 21.09.1997 without any prior permission or sanctioned leave. For this act of misconduct the ex-workman was issued Charge Sheet vide letter No. PERS/NKC/CS/99/1488 dated 16.12.99. Said Charge Sheet was sent to the address of the ex-workman at his home address. But the ex-workman failed to submit any reply to the said Charge Sheet and as such a domestic enquiry was held into the said Charge Sheet by the Enquiry Officer. The date of enquiry was fixed on 01.07.2000, 14.08.2000 and 25.08.2000. But in spite of issuance of notice of enquiry to the recorded address of the ex-workman he did not turn up on any of the dates. Due to his non participation in the enquiry, the enquiry was conducted ex-parte in which the charges levelled against the workman were duly proved. The competent authority issued 2nd Show Cause Notice to the ex-workman. But the ex-workman failed to submit his explanation and as such the Disciplinary Authority awarded an Order of Dismissal from his service for his misconduct which was very grave in nature. Moreover the ex-workman is a habitual absentee and he had been punished for similar misconduct. The action of management in dismissing the ex-workman is totally justified and in proportion to the gravity of misconduct under the provision of the Certified Standing Order of the company. The past record of the workman was also not satisfactory. Punishment awarded to the ex-workman is justified in proportion to the gravity of misconduct committed by the ex-workman. The agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has denied in his written statement that there was any violation of principle of natural justice in enquiry proceeding. Ex-workman is not entitled to any back wages. The action of management is fully justified in dismissing the ex-workman from service. The ex-workman is not entitled to get any relief.

4. The union has filed following documentary evidences :

(i) Copy of the Charge Sheet, (ii) Copy of the Enquiry Proceedings, (iii) Copy of the Enquiry Report, (iv) Copy of the Dismissal Order, (v) Copy of the Identity Card issued to the workman by the company.

Sri Sibram Bisai has filed affidavit in his evidence. He has been cross-examined by the learned advocate of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited.

The Agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has not filed any oral or documentary evidence.

5. I have heard Sri S. K. Pandey, learned Union representative on behalf of workman and Sri P. K. Das, learned Advocate on behalf of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited.

6. Sri P. K. Das, learned advocate of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has argued that the workman has been punished for his long unauthorized absence from duty. In departmental enquiry his guilt was proved the punishment of dismissal is justified. In past he has also been punished for his unauthorized absence.

On other hand Sri S. K. Pandey, learned union representative has argued that the concerned workman Sri Sibram Bisai was absent from duty from 21.09.1997 to 16.12.99 due to his sickness. He was absent due to compelling circumstances beyond his control. The management without serving copy of Charge Sheet and even without Notice of Enquiry conducted the ex-parte departmental enquiry in absence of workman. Even opportunity of cross- examination was not given to the workman. The enquiry was conducted in utter violation of principle of natural justice. The ex-parte enquiry was conducted for the period 21.09.1997 to 16.12.99 and punishment of stoppage of 3 (Three) increments were imposed on him. But in the same enquiry for the same period he was punished by dismissal from service. A workman can not be punished twice for same misconduct.

7. It is admitted fact that Sri Sibram Bisai was in employment of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. The workman has challenged the enquiry proceeding being devoid of natural justice, which has been denied by New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. The allegation of New

Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited is that the concerned workman had been absent in past also. From the perusal of Charge Sheet vide letter No. PERS/NKC/CS/99/1488 dated 16.12.1999 it transpires that workman has been charge sheeted for his previous absence also. But there are no particulars of his previous absence and punishment. Before proceeding with the domestic enquiry against an offending workman, he must be informed clearly, precisely and accurately of the charges levelled against him. It is the duty of employer to indicate to the delinquent employee not only the precise nature of the charges but also the documents, if any, upon which the charges are based. This is all the more necessary where the charges are of a general nature pertains to a period of time. The Charge Sheet should specifically set out the charges which the workman called upon to show cause against and should also state all relevant particulars without which he can not defend himself. The object of this requirement is that the delinquent workman must know what he is charged with so that he may have opportunity to meet the charge and to defend himself by giving a proper explanation, after knowing the nature of the offence with which he is charged, otherwise it will amount to his being condemned unheard. If the charges are imprecise or indefinite, the person charged, would not be able to understand them and defend himself and the resulting enquiry would not be fair and just enquiry. The employer can not justify his action on any grounds other than those contained in the Charge Sheet. If the charges are vague and the workman has no opportunity to reply them and if the particulars of charges are also not disclosed to the workman, the enquiry will not be in confirmatiy with the rules of natural justice. It is incumbent upon the employer to give the charge sheeted workman sufficient particulars in the Charge Sheet which would enable the delinquent workman to give proper workman and to defend himself properly. Any amount of evidence lead in the enquiry is no substitute for a Charge Sheet lacking precise an definite particulars. Any Charge Sheet which fails to comply with the requirement of the principle of natural justice is no Charge Sheet at all. From perusal of Charge Sheet, no detail has been mentioned for his previous absence.

8. Hon'ble Apex Court in Brij Bihari Singh v/s The State Of Bihar, 2016 (148) FLR 197 has held that :

“ It is well settled that a person who is required to answer a charge, should know not only the accusation but also the testimony by which accusation is supported. ”

9. The Enquiry Officer has mentioned in his enquiry proceeding and enquiry report that notice was sent to delinquent workman on 31.07.2000, 14.08.2000 and 25.08.2000. But he has not mentioned that whether the notice was served on delinquent workman or not. If notice of date, venue and time of enquiry has been sent to concerned workman and if it was served on delinquent employee, then after service of notice if delinquent employee does not appear or participate in enquiry proceeding then Enquiry Officer can very well proceed ex-parte against the delinquent workman. But before proceeding ex-parte enquiry against the delinquent workman it is incumbent upon the Enquiry Officer to ensure and record in enquiry proceeding that delinquent was served with notice of enquiry and delinquent failed to participate in the enquiry. But it is surprising to note that the Enquiry Officer has not recorded any finding regarding service of notice of enquiry to the delinquent. Even copy of Notice of Enquiry or Postal Receipt has not been filed by the agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. If delinquent after service of notice does not appear in the enquiry proceeding then he will lose the opportunity of cross-examination. But still he has right to lead defence evidence. It is mandatory for the Enquiry Officer to fix a date and to provide opportunity to lead defence evidence to delinquent even in ex-parte enquiry.

10. Hon'ble Supreme Court in State of U.P. & Others v/s Saroj Kumar Sinha, 2010 (124) FLR 857 has held that:

“ If delinquent workman does not appear enquiry may proceed ex-parte. He will lose opportunity of cross-examination but still he has right to lead defence evidence. ”

It is apparent from enquiry proceeding and report that the Enquiry Officer neither fixed a date for defence evidence nor provided opportunity to delinquent workman to lead defence evidence. Enquiry officer recorded the evidence of management witness on 25.08.2000 and without fixing a date for defence evidence he send the enquiry report on very next day i.e. 26.08.2000.

11. It is apparent from perusal of Enquiry Report that due to absence of delinquent from 21.09.1997 after conducting ex-parte departmental enquiry the delinquent was awarded punishment with stoppage of 3 (Three) increments. The delinquent workman was directed by management to resume duty from 07.12.1998 by letter of Area Authority of Kenda Area vide letter No. Pers/KND/26/2260 dated 17/18.11.1998 and subsequent letter of Dy. CME of New Kenda Colliery vide letter No. Pers/NKC/98/1423 dated 03/04.12.1998. But delinquent workman did not resume his duty. Charge Sheet has been issued to the delinquent for absence from 21.09.1997 till which date it was not been mentioned. Charge Sheet has been issued on 16.12.1999 therefore it indicates that the workman has been charge sheeted for the period 21.09.1997 to 16.12.1999. It has been mentioned that workman had been punished with stoppage of 3 (Three) increments for the period of absence form duty since 21.09.1997. But the Charge Sheet reflects that again he was charge sheeted form 21.09.1997. It means that he has been punished twice for the absence of same period from 21.09.1997. If workman was absent from 21.09.1997 and if was punished with stoppage of 3 (Three) increment. If he did not resume his duties from 07.12.1998 as per direction of the management then in that case he could again be charge sheeted and enquired into for the absence form duty from 07.12.1998. The order of punishment regarding stoppage of 3 (Three) increments is not on record. It appears, that two enquires were conducted against, delinquent

workman. One enquiry was conducted, for the absence for the period from 21.09.1997 till date. 2nd Enquiry was conducted for the absence from 07.12.1998, whereas the delinquent workman had already been punished for the period of absence from 21.09.1997. A person or workman can not be punished twice for the same period of absence. This is against provision of law.

12. By virtue of Article 311(2) of the Constitution of India the departmental enquiry has to be conducted in accordance with the rules of the natural justice. Departmental enquiry conducted against the government servant can not be treated as a casual exercise. The enquiry proceeding also can not be conducted with a closed mind. The Enquiry Officer has to be un-biased and impartial. The rules of natural justice are required to be observed to ensure that not only the justice is done but is manifestly seen to be done. The object of rules of natural justice is to ensure that a government servant is treated fairly in proceedings which may calumniate in imposition of punishment including dismissal of service.

13. The Agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has mentioned in Para- 3 of his written statement that competent authority issued 2nd Show Cause Notice to the ex-workman but the ex-workman failed to submit his explanation, as such the Disciplinary Authority awarded Order of Dismissal from service for his act of misconduct. Workman has denied issuance of 2nd Show Cause Notice before passing Order of Dismissal in Para-8 of his written statement. The copy of 2nd Show Cause Notice has not been filed on the file of reference by the agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. If relevant documents are withheld from the party who is in possession of these documents the adverse inference will be drawn that 2nd Show Cause Notice was never issued before passing Order of Dismissal. Besides from perusal of dismissal order Ref. Pers/NKC/Termination/755 dated 16/17.07.2001 it indicates that after conclusion of enquiry the Competent Authority straightway awarded the punishment of dismissal without issuing 2nd Show Cause Notice. In the order of dismissal Ref. Pers/NKC/Termination/755 dated 16/17.07.2001 (supra) there is no mention of 2nd show cause notice. In view of law propounded hon'ble Apex Court in Union of India & Others v/s Mohd. Ramzan Khan, 1990 (61) FLR 376, 2nd Show Cause Notice to the proposed punishment before passing the order of termination is mandatory. When the rights are affected the principle of natural justice had to be observed. A departmental enquiry, devoid of principle of natural justice can not be accepted. The misconduct of any delinquent workman has to be proved in accordance with law. The dismissal of workman by any procedure unknown to law is not only illegal and unjustified but requires correction.

14. The workman in Para-13 of his written statement has stated that he belongs to downtrodden community and he is sitting without any job. His whole family is dying without meal. This fact has not been rebutted by the agent of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. The workman Sri Sibram Bisai has stated in Para-6 of his affidavit that he belongs to Schedule Cast community and he is sitting without any job from the order of dismissal. He has been cross-examined by the learned advocate of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited. But his statement in examination-in-chief is unrebutted. As per Identity Card of Sri Sibram Bisai filed on record his date of birth is 28.03.1958 and his date of appointment is 29.09.1980. He has been dismissed from service w.e.f 16.07.2001. He has put 20 years of service before dismissal. After dismissal w.e.f. 2001 till now he is jobless. He belongs to Schedule Cast community a weaker section of society. Keeping in view his length of service period of dismissal and his social strata and unemployment during period of dismissal, there is no possibility of getting alternative job.

15. The hon'ble Supreme Court in Pawan Kumar Agarwala v/s General Manager-II & Appointing Authority State Bank of India & Others, 2016 (148) FLR 865 has relied on Deepali Gundu Surwase v/s Kranti Junior Adhyapak Mahavidyalaya and Others, (2013) 10 SCC 324 :

“In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

16. Therefore in view of law propounded by hon'ble Apex Court the concerned workman Sri Sibram Bisai is entitled to get full back wage from the date of dismissal till his reinstatement. It is settled law that, consequential benefits do not mean only back wages, it includes much more things beyond back wages, such as promotions, fixation of seniority and other financial benefits admissible to post if termination has been declared illegal and unjustified.

17. In view of above discussion the action of management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Sri Sibram Bisai with effect from 16.07.2001 is illegal and unjustified. The management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited is directed to reinstate Sri Sibram Bisai in service with full back wages from order of dismissal i.e. 16.07.2001 till his reinstatement. It is further directed that Sri Sibram Bisai will be entitled to get all consequential service benefits such as promotions, increments, fixation of seniority and other financial benefits admissible to the post. Sri Sibram Bisai will be imposed a punishment of 4 (Four) annual increments without cumulative effect.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1835.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 84/12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/23/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1835.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/12) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, and their workmen, received by the Central Government on 24.08.2016.

[No. L-12011/23/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/84/12

General Secretary,
Dainik Vetan Bhogi Bank Karamchari Sangathan,
F-1, Tripti Vihar,
Opp.Engg. College,Ujjain

...Workman/Union

Versus

Branch Manager,
State Bank of India,
Khatiwala Tank, Indore

...Management

AWARD

Passed on this 5th day of July, 2016

1. As per letter dated 19-7-12 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12011/23/2012-IR(B-I). The dispute under reference relates to:

"Whether the demand of the Union, Dainik Vetan Bhogi Bank Karamchari Sangathan for making payment of difference of wages as per wages paid to a permanent peon for the period from 15-12-03 to 4-12-2010 to Shri Narendra Sirsat is legal and justified? To what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim through Daily Wage Bank Employees Union. Case of 1st party workman is that he was engaged as peon by Branch Manager Shri Sunil Bhide on 15-12-03. He was working 8 hours per day. He worked more than 240 days during each of the year. He was paid wages Rs.50 per day. Wages were increased to Rs.70,100,120,140, 170 per day. Wages were paid in name of Rajiv, Dinesh. After workman claimed regularization and benefit of bonus, his services were terminated on 4-12-2010 in violation of Section 25-F of ID Act. Workman challenged his termination raising separate dispute. Workman submits that he is eligible for skilled wages as per 7th to 9th bipartite settlement. That in chapter 16 of Sastry Award, Para 5 to 8, the employees are classified as 1st party workman was engaged as temporary peon, he is entitled for scale wages. Workman claimed difference of wages as per 8th to 9th settlement.

3. 2nd party filed Written Statement opposing claim of workman that workman was engaged temporarily on daily wages at Khatiwala tank branch in erstwhile State Bank of Indore. The engagement of 1st party was purely temporary post on administrative exigencies. Workman was not engaged against vacant post. Bipartite settlements are not applicable to the daily wage employees. The pay scale under the bipartite settlement are applicable to the regular employees. 2nd party denies that workman was engaged for 8 hours every day. It is denied that 1st party workman is entitled to pay scale as per 5th & 8th bipartite settlement. Documents produced by 1st party do not deal with the persons working on daily wages. Part time employees are not entitled to regularization as they are not working against sanctioned post. On such contentions, 2nd party prays reference be answered in its favour.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of the Union, Dainik Vetal Bhogi Bank Karamchari Sangathan for making payment of difference of wages as per wages paid to a permanent peon for the period from 15-12-03 to 4-12-2010 to Shri Narendra Sirsat is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. The terms of reference pertains to payment of difference of wages as to 1st party workman Narendra Sirsat for the period 15-12-03 to 4-12-2010. 1st party workman filed affidavit of his evidence. However he remained absent for his cross-examination. Therefore his evidence cannot be considered.

6. Management's witness Shri Soumyashree Debashish Mishra in his affidavit of evidence states that workman was engaged for 19 days in 2003, 71 days in 2003-04, 114 days in 2006, 228 days in 2007, 99 days in 2008 on daily wages as per exigency. Workman was not engaged against sanctioned post. He was not appointed as peon following recruitment rules. The services of workman were awaited for sweeping Bank premises. Workman is not entitled to salary and allowances paid to permanent employees under bipartite settlement.

7. Management's witness in his cross-examination says he did not take any information from Branch Manager working during period 2003 to 2010. 2 post of peon were sanctioned in the branch. The area of the branch is 2400 sq.ft. before engaging workman whether permission of Controlling Authority was taken, he claims ignorance. Attendance register of workman was not maintained. Management's witness claimed ignorance whether workman was paid bonus. Workman was paid wages under voucher. Vouchers are not produced on record. The policy of payment of wages/salary is not produced.

8. Documents Exhibit W-1 is affidavit of Rajbhushan Azad submitted before RLC, the working days of 1st party are shown during the period 2003 to 2008 are less than 240 days. W-2 is reply filed by 2nd party before RLC. Similar working days are shown Exhibit W-4 is application submitted by workman before RLC claiming wages. Workman has not produced documents pertaining to 5th & 8th Bipartite settlement.

9. Learned counsel for 2nd party Shri Shrotri relies on ratio held in

Case of State of Haryana and another versus Tilak Raj and others reported in 2003(6)SCC-123. Their Lordship dealing with the daily wage employees claiming parity in employment held principle not an abstract one. Applicability of the principle requires complete and wholesale identity between a group of employees claiming identical pay scales and others who have already earned such pay scales. Respondent daily workers are not entitled to claim equal pay for equal work on parity with the regular employees.

For the reasons discussed above, I record my finding in Point No.1 in Negative.

10. In the result, award is passed as under:-

(1) The demand of the Union, Dainik Vetal Bhogi Bank Karamchari Sangathan for making payment of difference of wages as per wages paid to a permanent peon for the period from 15-12-03 to 4-12-2010 to Shri Narendra Sirsat is not legal.

(2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1836.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक इंदोर के रूप में विलय कर दिया भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 49/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/30/97-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1836.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of Indore Merged as State Bank of India and their workmen, received by the Central Government on 24.08.2016.

[No. L-12012/30/97-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/49/98

General Secretary,
All India State Bank of Indore Employees Congress,
Hardev Nivas, 9,
Sanver Road,
Ujjain (MP)

...Workman/Union

Versus

Regional Manager,
State Bank of Indore
Merged as State Bank of India,
Zonal Office,
MP Nagar, Bhopal.

...Management

AWARD

Passed on this 5th day of July, 2016

1. As per letter dated 11-3-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/30/97-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of Indore in suspending Shri Balwant Singh Gour w.e.f. 3-6-91 treating his suspension period as half duty, stopping four increments during suspension period, 3 increments after the revocation of suspension and one increment as per Bipartite Settlement is just and proper? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Both parties failed to participate in reference proceeding. Ist party failed to file statement of claim. Therefore the dispute could not be decided on merit. No Dispute Award is passed.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1837.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 192/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/300/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 192/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 24.08.2016.

[No. L-12012/300/2001-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/192/2001

Shri Shyamlal Srivas,
Dy.General Secretary,
State Bank of India Staff Congress 5/235,
Pragati State Bank Staff Colony,
Vikasnagar, Jabalpur.

...Workman/Union

Versus

Chief General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road, Bhopal (MP)

...Management

AWARD

Passed on this 20th day of June, 2016

1. As per letter dated 11-12-2001 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/300/2001-IR(B-I). The dispute under reference relates to:

“Whether Branch Manager, State Bank of India, Saikheda branch, Distt. Narsinghpur despite Shyamlal Shrivats working from 19-8-88 to 31-12-88 for 112 days, 3-1-89 to 1-11-89 for 110 days as temporary messenger and thereafter engaging him again from 15-8-91 to 8-12-94, 9-12-94 to 9-11-99 and not regularizing his services as messenger and continuously engaging him as canteen boy from 10-11-99 is legal? If so, to what relief the concerned workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5/1 to 5/3. Case of Ist party workman is that he was appointed on post of messenger on daily wages from 19-8-88 to 11-11-89. Thereafter he was engaged on post of helper from 15-8-91. Thereafter he was continuously working as messenger cum helper till 9-11-99. He completed more than 240 days service. He acquired status of workman under Section 25 B of ID Act. His working as altered as canteen boy from 10-11-99 fixing his salary Rs.500 per month. Though the workman was working with 2nd party, he was continued on temporary basis. The change in his service from messenger cum helper to canteen boy denying permanent appointment is illegal. Workman raised dispute. On failure of conciliation, the dispute has been referred to this Tribunal. Workman has reiterated that he completed more than

240 days continuous service, he was entitled for regular pay scale. His service was altered to the post of canteen boy illegally. On such ground, workman is praying status of permanent employee and consequential benefits.

3. 2nd party filed Written Statement at Page 6/1 to 6/9 opposing claim of workman. 2nd party submits that 1st party workman was engaged as canteen boy in the staff canteen of the Saikheda branch, Distt. Narsinghpur by Implementation Committee. 1st party was not engaged by the management of Bank, it has no control on working of 1st party. Workman was also temporarily engaged as messenger for 102 days in 1988, 110 days in 1989. Workman had not completed 240 days continuous service. Workman was engaged on daily wages. His engagement is covered under Section 2(oo)(bb) of ID Act and does not amount to retrenchment under Section 2(oo) of the Act. 2nd party Bank further submits that Bank has recruitment rules for appointment of subordinate staff on regular basis. 1st party workman was not appointed following such recruitment rules. Rather the 1st party workman was engaged as canteen boy by the Local Implementation Committee. Bank is not concerned with him. 2nd party further refers to ratio held in case between State of Karnataka versus Umadevi by Apex Court and reiterates that workman was engaged as casual worker and it does not give him right for regularization. It is reiterated that dis-engagement of workman is covered under Section 2(oo)(bb) of ID Act. Workman has not completed 240 days continuous service during any of the year. He is not entitled to protection of ID Act. The claim of workman is not entitled.

4. 1st party workman filed rejoinder at Page 7/1 to 7/3 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether Branch Manager, State Bank of India, Saikheda branch, Distt. Narsinghpur despite Shyamal Shrivastava working from 19-8-88 to 31-12-88 for 112 days, 3-1-89 to 1-11-89 for 110 days as temporary messenger and thereafter engaging him again from 15-8-91 to 8-12-94, 9-12-94 to 9-11-99 and not regularizing his services as messenger and continuously engaging him as canteen boy from 10-11-99 is legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. The term of reference pertains to engagement of 1st party workman as messenger from 19-8-88 to 31-12-88 for 112 days, 3-1-89 to 1-11-89 for 110 days and thereafter continuously engaging him as messenger and not regularizing workman but changing his work as canteen boy. The term of reference does not pertain to illegal termination of services of workman rather it pertains to regularization of the services of workman as messenger. 1st party workman filed affidavit of his evidence covering most of his contentions in statement of claim. That he was appointed on post of messenger since 19-8-88 till 1-11-89 & 5-8-90 to 9-11-99 on post of helper cum messenger. He was paid Rs.40/- per day and his payment was made after maintaining petty cash register. That he had worked with management on post of helper cum messenger for more than 240 days. From 10-11-99, his work was recovered as canteen boy, he was paid Rs.500 per month. The first appointment of workman was made by Branch Manager Shri Ghanshyam Das Kabra in 1989. The subsequent appointments were made by Branch Manager Shri Y.K.Trivedi, M.G.Sroti, T.P.Dixit. The Appointing Authority was Branch Manager who is also Chairman of Local Implementation Committee running staff canteen. Workman in his cross-examination, derives that he was engaged as canteen boy in staff canteen at Saikheda. He also denies that he worked for 102 days in 1988, 110 days in 1989 as daily wage messenger. Workman reiterates that he was regularly engaged. He did not work as a canteen boy. Presently he is working as canteen boy. He was engaged by Local Implementation Committee. He received payment by cheque for working as canteen boy. He claims ignorance whether Bank has engaged other persons as messenger. He claims ignorance about rules of recruitment of the Bank. He claims ignorance about the selection Committee for regular appointment. The regular employee working with him were appointed after selection by the Committee. That he had not received appointment letters.

7. Management's witness Shri V. Kumar filed affidavit of his evidence. In Para-2 of his affidavit, management's witness has given 102 working days of 1st party in the year 1988, 110 days in 1989 on daily wages as temporary messenger. Workman was never engaged as temporary messenger, his engagement was contractual on daily wages. Workman was intermittently engaged as labour. Daily wages were separately paid to him. Workman is not entitled to retrenchment compensation under section 25-F of ID Act. That the canteen is run by Local Implementation Committee, Branch Manager is president and Union Representative is secretary of the Committee. Bank has no right to direct in which manner canteen should function. Bank has no authority to initiate any disciplinary action against any canteen employee. Bank has no right to monitor canteen staff. Recruitment in Bank is done by proper selection process governed by the recruitment rules. That for the recruitment to the subordinate cadre, selection committee used to be

constituted. Management's witness in his cross examination says he did not work in Saikheda branch. However said Bank was under his control. In 1988-89, 5 employees were working in the Bank. Canteen was not under control of the Bank. Canteen Committee was running it. Branch Manager was President of the canteen. Subsidy used to be paid to the canteen. Management's witness claims ignorance whether workman is continuously working from 1988 at Saikheda branch. Management's witness claims ignorance whether from 10-1-99, workman was shown as canteen boy and work of messenger was taken from him.

8. As stated above, the term of reference is not clear about legality of termination of service of workman, term of reference pertains to illegal change of his work from temporary messenger to that of canteen boy. Workman has not produced any document in support of his claim neither he has examined any co-employee to support his contention that he was continuously working as messenger cum labour from 15-8-91 to 8-12-94 and 3-12-94 to 9-11-99. However the working days are mentioned in the order of reference itself. Management did not challenge legality of order of reference.

9. Learned counsel for workman shri P.C.Chandak submits that working days are shown in order of reference itself. It is not necessary to prove 240 days continuous working by workman. Learned counsel for 2nd party Shri R.C. Shrivastava submits that burden lies on workman to prove that he worked continuously more than 240 days preceding 12 months of his termination. In support of his argument, learned counsel relies on ratio held in

Case between Surendra Nagar District Panchayat versus Dahirabhai Amarsingh reported in 2005(8)SCC-750. Their Lordship dealing with Section 25-F, B of ID Act and requirement of 240 days continuous service onus to prove. Evidence to be led. Hence burden of proof lies on workman. It is for workman to adduce evidence apart from examining himself or filing an affidavit to prove the said factum. Such evidence may be in form of receipt of salary or wages for 24 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days or examination of a co-worker.

Attention was also pointed out to copy of award in R/57/04 Para 15 while deciding said reference, it was observed that evidence of witnesses of 1st party shows that they were working as casual labours around 1985 to 1990. Their evidence is not supported by any documents.

Shri R.C.Shrivastava also relies on case between United White Metal Ltd, Mumbai versus State of Maharashtra and others reported in 2014(143)FLR-505. Their Lordship held the order of appropriate Government making a reference under Section 10 of the said Act is an administrative order and not a judicial or quasi judicial one and the Court, therefore cannot canvass order of reference closely to see if there was any material before the Government to support its conclusion as if it was a judicial or a quasi judicial order. An order made of reference made by the appropriate Government being an administrative order, no lis is involved as such the order is made on the subjective satisfaction of the Government.

Their Lordship further observed that construed it cannot be said that the dispute as raised has a nexus whatsoever with the provisions contained in Section 2-A of said Act. Such an exercise shall have to be undertaken because the terms of a reference are never to be construed pedantically. The order making reference has to be read alongwith the pleadings of parties and other circumstances with a view to draw out from various points and about which the parties are at variance leading to the dispute and to determine the real nature of the dispute.

Considering ratio in above cited case, the order of reference cannot be considered in treating that 1st party workman did not continuously work as messenger cum helper. The pleadings of parties shows that this question is in dispute. Workman has not examined any co-worker, any document are not produced, appointment letter is not produced by him to corroborate the evidence.

10. Considering ratio held in 2005(8)SCC-750, workman has not discharged burden that he was continuously working during above said period. 1st party workman has also not produced any documentary evidence about change of his working as canteen boy, he not submitted any representation or raised any objection to his engagement as canteen boy. The Local Implementation Committee of the Bank running the canteen is not impleaded as party. Therefore in absence of such evidence, it is difficult to place reliance on evidence of workman that he was continuously working as temporary messenger cum helper from 1991 to 1999. For above reasons, action of 2nd party cannot be said illegal. The term of reference and pleading in statement of claim are silent about violation of Section 25-F of ID Act. Legality of termination of 1st party workman from post of messenger cum helper therefore ratio relied by 1st party Advocate Chandak in Bhuvnesh Kumar Dwivedi versus M/s. Hindalco Industries Ltd. Reported in 2014LAB.I.C.2643 cannot be applied to case at hand. For the reasons discussed above, I record my finding in Point No.1 in Affirmative.

11. Point No.2- While dealing with Point No.1, I have considered that term of reference do not clearly pertain to legality of termination of workman for violation of Section 25-F of ID Act, rather the term of reference pertains to denial of regularization and illegal change of service conditions by engaging him as canteen boy. Workman has failed to establish that he continuously worked more than 240 days preceding his change of work as canteen boy from 10-11-99. Evidence adduced by workman does not make out any kind of illegality, consequently workman is not entitled to any relief.

I may also refer to ratio cited by learned counsel for Ist party Shri P.C.Chandak in case between Prof. Ramchandra G.Kapse versus Haribansh R. Singh reported in 1995-I-SCC-206, Para 14. The discussion in para 14 pertains to ratio held in case Badat and Company versus East India Trading Company pertains to Rule 3, 4 and 5 of Order 8 of CPC form an integrated code dealing with the manner in which allegations of fact in the plaint should be traversed and the legal consequences flowing from its non-compliance.

The observations has no bearing to the controversy between parties. For the reasons discussed above, workman is not entitled to any relief. Accordingly I record my finding in Point No. 2.

12. In the result, award is passed as under:-

- (1) The action of the management is not proved to be illegal.
- (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1838.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 3/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-41012/140/2005-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1838.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/07) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of West Central Railway and their workmen, received by the Central Government on 24.08.2016.

[No. L-41012/140/2005-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/3/07

Shri Anant Ramawat
S/o Late Shri Shobha Das,
Village Bachwani,
Near Ganesh Mandir,
Tehsil Bankhedi,
Distt. Hoshangabad (MP)

...Workman

Versus

Divisional Railway Manager,
West Central Railway,
Jabalpur.

...Management

AWARD

Passed on this 5th day of July, 2016

1. As per letter dated 7-12-2006 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-41012/140/2005-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of DRM, West Central Railway, Jabalpur in terminating the services of Shri Anant Ramawat S/o Late Shri Shobha Das, Ex-Ticket Collector w.e.f. 23-5-85 is justified? If not, what relief he is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman statement of claim at Page 3/1 to 3/3. Case of workman is that he was employed as volunteer ticket collector posted at Katni station in Jabalpur Division. He was engaged in Rail service from 5-6-84. He received identity card from 4-2-85. He worked till 22-5-85. Thereafter he was discontinued from service without giving opportunity. He was not issued showcause notice along with other volunteer ticket collectors. After his replacement, some co-workers have approached appropriate Court. The said matter was prosecuted upto Hon’ble Supreme Court. Hon’ble Apex Court passed judgment on 27-7-95 giving instructions to all divisions for offered appointment on the terms and conditions and decided by the Hon’ble Supreme Court. Except workman, other co-workers were reinstated. Workman was given assurance to absorb him. However he could not get appointment as per Court order. Workman submitted representation on 12-9-97. Thereafter dispute was raised. After Government refused to refer the dispute, Ist party filed Writ petition No. 13262/2006 as per order passed by Hon’ble Court, dispute has been referred. Workman prays for his reinstatement with consequential benefits.

3. 2nd party filed Written Statement opposing claim of Ist party. 2nd party denies that Ist party was its regular employee. Ist workman was working as temporary employee on unsanctioned post of voluntary ticket collectors at Katni regarding Ist party. It is denied that workman was working from 5-7-84 to 4-2-85, his services were never terminated. All adverse allegations are denied as incorrect and false. 2nd party further submits that Ist party workman had submitted application for appointment, he was directed to produce original documents required for his appointment, he failed to produce original documents therefore workman could not be appointed. 2nd party further submits that dispute is raised after 20 years is barred. Workman was never employed at Katni, no record is available. Workman submitted forged I Card, it was never issued by office. On such ground, 2nd party prays that reference be answered in its favour.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of DRM, West Central Railway, Jabalpur in terminating the services of Shri Anant Ramawat S/o Late Shri Shobha Das, Ex-Ticket Collector w.e.f. 23-5-85 is justified?	Termination of workman is not established.
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

REASONS

5. Ist party workman is challenging his termination w.e.f. 23-5-85. His claim is opposed by 2nd party filing Written Statement. Workman filed affidavit of his evidence that he was working from 5-6-84 to 22-5-85. He worked continuously. He worked honestly, his service record was unblemished, his services were terminated from 23-5-85 without notice, retrenchment compensation was not paid to him. Assurance was given to him by authorities for appointment. However he was not absorbed in service. he also prays for condonation of delay. In his cross-examination, workman says however he was writing Kumar with his name, he committed mistake not writing Kumar with his name. He not received appointment letter, his date of birth is 4-3-67, he passed 12th standard on 5-6-84 pay slip was not issued by him, therefore it was not produced. He was engaged on daily wages. He denied that he never worked in Railway. Document Exhibit W-I Card only bears his name Anant. In writing Anant and Ramavat, their appears overwriting. Period of working of Ist party is not shown in I Card Exhibit W-1. Evidence of workman is not supported by any other witness or documents. Besides above, the dispute is raised after 22 years.

6. Learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in

Case between Indian Iron and Steel Co.Ltd. versus Prahad Singh reported in 2001(1)SCC-424. Their Lordship held Industrial Dispute raised after 13 long years of termination of service, no reasonable explanation given for such delay. In such circumstances, Industrial Tribunal rightly refused to grant TA.

In case between Chief Engineer (Construction) versus Keshava Rao reported in 2004(11)SCC-229. Their Lordship dealing with non-compliance of Sec 25-F held burden lies on workman unless initial burden of establishing factum of continuous work for 240 days in a year is discharged by workman and the employer failed to produce evidence in rebuttal, finding of non compliance cannot be recorded.

In present case, from evidence of workman working for more than 240 days cannot be proved. Evidence of workman is not consistent with the pleadings in statement of claim. The judgment by Apex Court quoted in the statement of claim is not produced which was basis for claim of workman. For above reasons, I record my finding in Point No.1 that termination of Ist party workman by 2nd party is not established.

7. In the result, award is passed as under:-

- (1) The termination of workman by 2nd party is not established.
- (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1839.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 280/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/214/96-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1839.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 280/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 24.08.2016.

[No. L-12012/214/96-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/280/97

The Local Secretary,
SBI Workman Union,

SBI Main Branch, Raipur.

...Workman/Union

Versus

Assistant General Manager,
SBI, Main Branch, Raipur (MP)

...Management

AWARD

Passed on this 5th day of July 2016

1. As per letter dated 1-10-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/214/96-IR(B). The dispute under reference relates to:

“Whether the action of the management of State Bank of India, Main Branch, Raipur in imposing a penalty of withdrawal of Head Cashier allowance, being paid to Shri B.S.Chepdu, Head Clerk permanently w.e.f. 2-2-95 is lawful and justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim on behalf of workman at Page 4/1 to 4/4. The case of workman is that workman was working as Head Clerk at Main branch Raipur. His service record was satisfactory. As per order dated 30-1-95, the punishment of stoppage of special allowance was imposed. Chargesheet issued to workman dated 21-9-93 w.r.t. the alleged incident is illegal. The chargesheet is issued to workman consolidating more incidents. Chargesheet was issued without conducting preliminary enquiry, enquiry conducted against workman is illegal. Workman was not provided copies of documents pertaining to the charges. Intimation of enquiry not given to him. Chargesheet was issued beyond the period intimation of appointing Enquiry was not given to the workman. The findings of Enquiry Officer are not supported by evidence. Therefore order of punishment is illegal. Enquiry was conducted in violation of principles of natural justice. Witness Shri R.N.Swarkar was recorded in Enquiry Proceeding without showing the vouchers to the workman. The charges alleged against workman for violation of Para 521.4 of Sastry Award was inconsistent. Workman did not commit any misconduct for which he had to face disciplinary enquiry. It is reiterated that the punishment of stoppage of special

allowance to workman is illegal. The punishment imposed against him amounts to his reversion is illegal. On such ground, 1st party prays for setting aside order of punishment.

3. 2nd party filed Written Statement at Page 9/1 to 9/5 opposing claim of workman 2nd party submits that chargesheet was issued to workman Chepdu Head Clerk on 21-9-93 for serious allegations the misconduct alleged in the chargesheet under Para-521.4(j)©(e) of Sastry Award. Reply submitted by workman was not found satisfactory by Disciplinary Authority. Enquiry was conducted after appointing Enquiry Officer D.R.Agrawal. Shri P.R.Chancelkar was appointed as Presenting Officer. Enquiry was started on 28-12-93. Workman was given opportunity for his defence. Enquiry Officer submitted his report on 19-9-94 holding that charge No.1 was partially proved and Charge No.2 to 4 were proved. For proved misconduct, punishment of withdrawal of special allowance available to Head Clerk was imposed after issuing showcause and giving opportunity to workman for hearing. 2nd party prays that reference be answered in its favour.

4. As per order dated 4-8-2015, enquiry conducted against workman is found illegal.

5. Considering pleadings on record and findings on enquiry, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings?	Charge No.2,3 are proved.
(ii) Whether the punishment of withdrawal of special allowance imposed against workman is proper and legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. Point No.1 Enquiry against workman is found legal as per order dated 4-8-15. Therefore question whether misconduct alleged against workman are proved needs to be decided from evidence in Enquiry Proceedings chargesheet issued to workman is Exhibit M-1. Enquiry Officer has also narrated charges against workman at Page 14/13. Charge No.1 pertains to misconduct under Para 521-4(J) OF Sastry Award of lending money. CSE lending Rs.300 to Mukesh Sharma at interest 10 % per month. Charge No.2 CSE taking out Rs.900 from pocket of Mukesh Sharma clerk of SBI Raipur on 28-3-93 committed misconduct under Para 521 (4j) of Sastry Award. Charge No.3 CSE wrongly coding telegrams which would have caused loss to the Bank and inconvenience to the customers. Misconduct covered under Para 521 4(j) of Sastry Award. Charge No.4 is CSE not replying letter dated 19-3-93 of Assistant General Manager, thereby committing misconduct of insubordination in Para 521(4)(e) of Sastry Award.

7. In his Enquiry Report, the evidence of witnesses is briefly narrated. Enquiry Officer recorded his findings on charge No.1, 1st party not proved. 2nd charge considered by Enquiry Officer that he lend amount of Rs.1700 to Mukesh Sharma. Infact was his defence and not the charge against 1st party workman. Zerox copy of Enquiry Proceeding is produced. Complainant Mukesh Sharma was examined as witness No.5. In his evidence, Mukesh Sharma has narrated incident that on 25-2-93, he was ill, he was on leave. He had come for withdrawal of the amount on that day . He withdrawn amount from the Bank. He told CSE Chepdu that he would pay amount afterwards. Thereafter CSE came behind him asking for the amount. He had taken amount by hand from his pocket Shri Mukesh Sharma in his further statement says that CSE was doing business of lending amount charging 10 % interest per month. That he had taken amount from CSE. Amount of Rs.300 was due against him. Statement of Mukesh Sharma doesnot disclose names of any other persons to whom CSE had lend amount charging interest 10 % per month. The statements of Shri R.P.Verma MW-2 is on the point that he confirmed his statement Exhibit P-8 and also narrated that CSE Chepdu had taken notes from pocket of Mukesh Sharma. The statement of witness No.3 Ramdayal Yadav is only on the point that his statement P-9 was recorded as per his say. Statement of Shri Ramdayal Yadav is on the point that CSE had taken notes from pocket of Shri Mukesh Sharma. Both witnesses R.K.Verma and Ramdayal Yadav did not tell the exact amount taken by Chepdu or any quarrel had taken place at the time.

8. Learned counsel for workman Shri A.K.Shashi during course of argument pointed out the discrepancies in the evidence, witnesses were standing at close distance, they could not listen the conversation. The evidence of MW-5 Mukesh Sharma, MW2 RP Verma, MW-3 Ramdayal Yadav is consistent on the point that workman taken notes from pocket of Mukesh Sharma. Evidence of Mukesh Sharma is on the day of incident, he withdrawn Rs.900 from Bank, Shri Chepdu taken entire amount from his pocket. He complained about the incident Exhibit P- at Page 14/49. Evidence of MW-2,3 & 5 is corroborated that CSE Chepdu had taken amount from pocket of trouser of Shri Mukesh Sharma. Said complaint is also silent w.r.t. CSE lending amount to other employees charging interest 10 % per month. From evidence of MW-2,3,5, it is established that CSE had taken out amount from pocket of workman Shri Mukesh Sharma sufficiently proved Charge No.2. Evidence of those witnesses cannot prove Charge No.1.

9. W.r.t. Charge No.3 management's witness Shri R.N.Swarnakar in his statement has given statement about wrongly coded TP vouchers. In Exhibit P-13 dated 16-3-93 correct amount was Rs.1,66,000 coded amount was 16,60,000/- In p-14 dated 17-3-93 correct amount was Rs.450000/- coded amount was 45,00,000/- In P-15 dated 17-3-93 correct amount was 906000/-, coded amount was 9,66,000/- In p-16 dated 4-5-93 correct amount was 36,900, coded amount was 3,06,900/- The details of amount in P-17,18,19 is given by him. He has also narrated in his statement that work of TT was of Head Clerk. The coding work takes 4-5 minutes. The evidence of all those witnesses in cross examination from material points have not been shattered.

10. Learned counsel for Ist party Shri A.K.Shashi submits that Ist party workman was not earlier issued any memorandum or notice about the work of coding telegram. After complaint of Shri Mukesh Sharma, he was roped in charges. CSE had shown his inability to cope up with the work claiming that he was overburden. Learned counsel emphasized that Charge No.3 could not be said misconduct. The details of MW-6 cannot be considered coded amount varies with the correct amount. It those messages received by customer, Bank and customers might have suffered loss.

11. Learned counsel for 2nd party Shri Vijay Tripathi submits that evidence cannot be re-appreciated. In support of his argument, learned counsel relies on ratio held in case of

Government of India and another versus A.Rajapandian reported in 1995(I) Supreme Court Cases 216. Their Lordship held where the Tribunal had not found any fault with the proceedings conducted by the Inquiring Authority held it had no jurisdiction to re-appreciate the evidence and set aside the order of dismissal on the ground of insufficiency of evidence to prove the charges. It is further held in such a case the Supreme Court would not examine the merits of appreciation of evidence by the Tribunal and Inquiry Authority.

In case of workman of Balmadies Estates versus Balmadies Estates and others reported in 2008(4)SCC-517. Their Lordship held assessment of evidence in a domestic enquiry is not required to be made by applying the same as a civil court would do when a lis is brought before it. Evidence Act 1872 is not applicable to the proceeding in a domestic enquiry though principles of fairness are to apply.

In case between West Bokaro Colliery versus Ram Pravesh Singh reported in 2008(3)SCC-729. Their Lordship held where two views are possible on evidence, Industrial Tribunal should be very slow in interfering with the findings arrived at in domestic enquiry. Standard of proof in domestic enquiry is preponderance of probabilities and not proof beyond reasonable doubt.

In case between State Bank of India versus Tarun Kumar Banerjee and others reported in 2000(8)SCC-12. Their Lordship held evidence of two officers of the same bank who were eye witnesses to the incident, conclusively proving the cashier to be guilty. The delinquent neither adducing any evidence nor anything worthwhile elicited in the cross examination except that one of the said two witnesses belonged to a rival union.

12. Shri A.K.Shashi for Ist party workman relies on ratio held in

Case of Roop SinghNagi versus Punjab National Bank and others reported in 2009(2)SCC-570. Their Lordship held mere production of document is not enough. The contents of evidence is proved by examining the witnesses.

Shri A.K.Shashi also relies on judgment in Writ Petition No. 7622/2005 by High Court of MP Jabalpur. In Para-8, his Lordship observed it is undisputed and established from perusal of record that none of these persons whose statements were recorded during fact finding enquiry have been summoned or examined as witnesses by the authorities in the departmental proceedings nor have they been summoned as witnesses to affirm the statement made by them in the Fact Finding Inquiry.

In present case, Shri R.P.Nema, Ramdayal Yadav examined in Enquiry Proceedings. They have confirmed their statements P-8,P-9. They have also narrated that CSE has taken out amount from pocket of Shri Mukesh Sharma. Evidence of CSE taking amount from pocket of Mukesh Sharma is not shattered. Re-appreciation of evidence is not permissible while exercising powers of judicial review. On reasons discussed above, charge No.2,3 against workman are proved. W.r.t. charge No.4 CSE had not replied to the letter dated 19-3-93 it is difficult to hold that failure to give reply could be said act of insubordination. If reply is not received, the authority concerned would have taken appropriate action but the same could not be an act of misconduct when already enquiry was conducted against workman. For reasons discussed above, I hold that Charge No.2 & 3 are proved against workman. Accordingly I record my finding in Point No.1.

13. Point No.2- In view of my finding in Point No.1 Charge No.2 & 3 are proved against workman, punishment of withdrawal of special allowance of CSE is imposed. The proved charges pertains to taking amount from pocket of Shri Mukesh Sharma, charge No. 3 wrongly decoding – the Bank could have suffered financial loss. Punishment of withdrawal of special allowance to workman cannot be said excessive, unreasonable, no interference would be justified in the order of punishment. For above reasons, I record my finding in Point No.2 in Affirmative.

14. In the result, award is passed as under:-

- (1) The action of the management is proper and legal.
- (2) workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 83/12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/10/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2016

S.O. 1840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/12) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 24.08.2016.

[No. L-12011/10/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/83/12

General Secretary,
Dainik Vetal Bhogi Bank Karmchari Sangathan,
F-1, Tripti Vihar,
Opp Engineering College, Ujjain (MP)

...Workman/Union

Versus

Regional Manager,
State Bank of India,
Regional Business Office, Guna (MP)

...Management

AWARD

Passed on this 22nd day of June 2016

1. As per letter dated 19-7-12 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12011/10/2012-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of India, Regional Business Office, Guna in terminating the services of Shri Deepak Singh Kirar w.e.f. 29-11-2010 is legal and justified? To what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party submitted statement of claim through Union. Case of Ist party workman is that he was engaged as peon on daily wages by Branch Manager, Parwah branch from April 1992. He was paid Rs.5/- per day. He was working from opening of Bank till its closing. He was orally engaged by Bank, wages were increased from Rs.5 to 10,15,20,50,75,100 per day. Wages were paid at end of the week. He was working days in a week. He was continuously working in the Bank for 18 years. Each year he completed 240 days continuous service. His services were terminated without notice from 29-11-2010, termination of his service is in violation of Section 25-F of ID Act. On above ground, workman prays for his reinstatement with backwages.

3. 2nd party filed Written Statement opposing claim of workman. 2nd party submits that State Bank has several branches including Parwah branch in District Guna. 1st party was supplying water in the branch. Its wages were paid to him immediately. He was not engaged in the Bank on casual basis as claimed by workman in his statement of claim. 1st party cannot be said in employment of the Bank. 1st party did not work continuously more than 240 days in any calendar year. Violation of Section 25-F is denied. It is denied that 1st party was engaged by Branch Manager on daily wages from April 92. The enhancement of wages alleged by workman have been denied. It is denied that 1st party was required to work 8 hours in a day. Documents produced by 1st party shows he used to supply water in the Banks. He was not paid wages. As per order dated 14-6-97 produced by 1st party, he was providing generator in the Bank on rent. 1st party is not covered under Section 25 B of ID Act. It is denied that 1st party is terminated in violation of Section 25-F of ID Act. 2nd party submits that the reference be answered in its favour.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of State Bank of India, Regional Business Office, Guna in terminating the services of Shri Deepak Singh Kirar w.e.f. 29-11-2010 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

5. 1st party workman filed affidavit of his evidence. However representative of Union submitted that 1st party would not appear for his cross-examination therefore his evidence could not be considered. As per order sheet dated 20-5-2014, documents produced by workman are admitted by 2nd party Exhibit W-1 to W-4.

6. 2nd party filed affidavit of evidence of Shri Umashankar Gupta supporting contentions of 2nd party in Written Statement that workman was supplying water, he was not engaged by Branch Manager on casual basis. 1st party has not completed 240 days working. He was not in employment of the Bank. In his cross, management's witness says during 1992 to 2010, he was not posted in Parwah branch, he does not know 1st party. He knows Mamta Jain. He not visited branch before filing affidavit of evidence. His affidavit is prepared on basis of official record. Any documents are not produced along with his affidavit. Management's witness admitted documents referred to him which are marked Exhibit W-1 to W-3. The area of the branch is 20x40 feet. Any selection process is not followed by engaging workman. Permission of authority was not taken. 1st party was paid wages on petty cash on daily wages. He was not paid retrenchment compensation, termination notice was not issued to him.

7. Exhibit W-1 payment of amount as per available vouchers from 2008 to 2010. The working days of 1st party comes to 319 days during preceding 12 months of his termination from 29-11-2010. Similar working days are found in document Exhibit W-4. As per Exhibit W-2, 1st party was paid minimum bonus Rs.100 for the year 1993, 1994, 1997-98 & 1999. 1st party was paid bonus of Rs.4448/- on 13-12-93. Exhibit W-3 is copy of cheque. From above documents, it is clear that 1st party worked more than 240 days preceding 12 months of his termination he was paid bonus. From above evidence, 1st party is covered under Section 25 B of ID Act. Though he worked more than 240 days, his services were terminated without notice, retrenchment compensation was not paid to him. Therefore termination of his services is illegal for violation of Section 25-F. For above reasons, I record my finding in Point No.1 in Negative.

8. Point No.2- In view of my finding in Point No. termination of services of 1st party is illegal for violation of Section 25-F of ID Act. The documents produced on record Exhibit W-1, W-4 shows 1st party was working in the Bank during 2008 to 2010. No documents about his working during the earlier period are produced though workman claims that he was working from the year 1992 for a period of 18 years. Considering period of working, in my considered view, compensation Rs.75000/- would be appropriate. Considering nature of his engagement on daily wages, reinstatement is not justified. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under:-

- (1) The action of the management is not proper and legal.
- (2) 2nd party is directed to pay compensation Rs. 75,000/- to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1841.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एमएसएपी सिक्योरटी प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 32/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/34/2012-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 24th August, 2016

S.O. 1841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. A.P. Securities Pvt. Ltd. and their workmen, received by the Central Government on 24.08.2016.

[No. L-12012/34/2012-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated the 18th day of March, 2016

INDUSTRIAL DISPUTE No. I.D. 32/2012

Between :

Sri K. Ramesh Babu,
C/o Sirivella Narasimha Rao,
D.No.29-3-17,
Near Ramamandiram,
Venkateswara Rao Street,
Eluru Road,
Vijayawada – 2. (A.P.) ...Petitioner

AND

The Managing Director,
M/s. A.P. Securities Pvt. Ltd.,
APS House, 10, DDA Commercial Complex,
Nangal Raya, New Delhi – 110046. ...Respondent

Appearances:

For the Petitioner : Party in person

For the Respondent : M/s. Koka Satyanarayana Rao and R.K. Mehra Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/34/2012-IR(B-II) dated 10.7.2012 referred the following dispute between the management of M/s. A.P. Securitas Pvt. Ltd., and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is.

SCHEDULE

“Whether the action of the management of the M/s. A.P. Securitas Pvt. Ltd., a contractor of Vijaya Bank, Vijayawada in terminating the services of Sri K. Ramesh Babu, Security Guard w.e.f. 15.5.2011 without adhearing the provisions of Industrial Disputes Act, 1947, legal and justified? What relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 32/2012 and notices were issued to the parties concerned.

2. The Petitioner workman has filed his claim statement and Respondent also filed their respective counter statement.

3. The case stands posted for recording of Petitioner's evidence.

4. In spite of availing several opportunities to adduce evidence, the Petitioner workman remained absent and there is no representation on behalf of the Petitioner, which clearly indicates that the dispute of the Petitioner has already been settled. In the circumstances stated above, it is felt that the Petitioner workman has got no claim to raise. Thus, 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1842.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ सं. 96/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/65/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 24th August, 2016

S.O. 1842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/2014) of the Central Government Industrial Tribunal-cum-Labour Court-II Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, received by the Central Government on 24.08.2016.

[No. L-12012/65/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. 96/2014

Registered on 2.2.2015

Sh. Sanjeev Kumar S/o Sh. Pawan Sabharwal,
C/o Sh. R.K. Singh Parmar, Gen.Secy, Pb. INTUC,
211-L, Brari, PO Partap Nagar,
Nangal Dam, Distt. Rupnagar.

...Applicant

Versus

1. Regional Manager, Central Bank of India,
Regional Office, 470 Lajpat Nagar Market,
Jalandhar(Pb.).

...Respondent

APPEARANCES

For the workman - Sh. R.K. Parmar

For the Management - Sh. Vinod Verma

AWARD

Passed on:-17.02.2016

Vide Order No.L-12012/65/2014-IR(B-II), dated 2.1.2015 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Central Bank of India in terminating the services of Sh. Sanjeev Kumar w.e.f. 4.4.2013 is just and legal? What relief the concerned workman is entitled to from which date?”

In response to the notice, the workman submitted statement of claim, pleading that he was engaged by the management as Safai Karamchari on daily wages w.e.f. 17.4.2011 and he continuously worked till 3.4.2013. He was not engaged w.e.f. 4.4.2013. That his services were terminated without giving him any retrenchment compensation or serving any notice. That termination of his services is illegal.

Respondent-management filed written reply, pleading that workman was working on casual basis for cleaning the office and was working intermittently for one hour daily. He did not complete 240 days of service in any calendar year. That workman lastly worked on 27.6.2012 and he was not entitled to any retrenchment compensation or any notice.

Today the case was fixed for evidence of the workman. His representative made a statement for not pressing the present reference which has been recorded separately.

Since the workman did not lead any evidence in support of his case and even his authorized representative did not press the present reference, therefore, the present reference is decided against the workman and it is held that the workman is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 24 अगस्त, 2016

का.आ. 1843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 44/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/77/2009-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 24th August, 2016

S.O. 1843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, received by the Central Government on 24.08.2016.

[No. L-12011/77/2009-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated the 31st day of March, 2016

INDUSTRIAL DISPUTE No. 44/2009

Between:

The General Secretary,
Allahabad Bank Employees' Union,
Shalimar Apartments,
Yousufguda Road,
Hyderabad – 500038.

...Petitioner

AND

1. The Dy. General Manager,
Allahabad Bank, Zonal Office,
1st Floor, Himayatnagar, Main Road,
Hyderabad.
2. The Asst. Manager and Disciplinary Authority,
Allahabad Bank, Zonal Office,
1st Floor, Himayatnagar, Main Road,
Hyderabad. ...Respondents

Appearances:

For the Petitioner : M/s. Kadari Rama Reddy & Y. Ranjit Reddy, Advocates

For the Respondent : Sri K. Lakshminarayana, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12011/77/2009-IR(B-II) dated 11.11.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the Management of Allahabad Bank, Guntur Branch by reducing one Stage of Increment to Shri P.V. Janardhana Rao is justified? To what relief the workman is entitled to?”

On receipt of the reference this Tribunal has registered and numbered the reference as I.D. No. 44/2009 and issued notices to both the workman and the management. They both appeared before the Tribunal and engaged their respective counsels with the leave of the court and consent of either party.

2. The averments made in the claim statement in brief are as follows:

The Petitioner Union submits that Sri P.V. Janardhana Rao a member of the Petitioner union, joined the service of the Respondent bank, at Dharmaram Branch, Warangal District on 29.9.1978 as Peon cum Farrash. He was promoted as a Clerk cum Cashier from 5.2.1986 and transferred to Secunderabad Branch. The workman was later transferred to Tadepalli branch in the year 1988. On 4.5.1993 he was transferred to Guntur branch and was working

there since then. While working at Guntur branch on 8.6.2007, the workman applied for sanction of Leave Fare Concession and also encashment of 30 days Privilege Leave. In the application for sanction of leave fare concession, the workman had applied for himself, his wife and two of his brother's children who had been living with him, and to whom the workman intended to legally adopt. After filing of such application no communication was received from the management by the workman regarding sanction of leave fare concession/leave encashment applied for or otherwise. The Workman waited for two months and on 6.8.2007 again submitted a fresh application for availing leave fare concession and leave encashment. The workman stated that due to family circumstances, the adoption of his brother's children did not materialise for which the workman in his application dated 6.8.2007 applied for the leave fare concession only for himself and for his wife. There was no response from the side of the management to the later application as to its sanction or otherwise. The workman further stated that later on, by A show-cause notice dated 21.8.2007, the Respondent bank alleged that the workman has made a false claim of leave fare concession and leave encashment in respect of the persons who are not his dependents and that the workman has attempted to derive pecuniary advantage at the cost of the bank and further that the action of the workman was highly objectionable and, therefore he was liable for gross misconduct. He replied to the show cause, on 30.8.2007, wherein he had stated that, he had sought for adoption of two of his younger brother's children. However, due to family circumstances the adoption could not fructify. Therefore, on 6.8.2007 he submitted a letter withdrawing the names of two children of his brother and further the leave fare concession applied for was also not sanctioned and he had not committed any misconduct warranting any disciplinary action. Subsequently, on 24.10.2007 a charge sheet was issued against the workman. On 1.11.2007, the workman submitted his reply denying the allegations levelled against him, but the management was not satisfied on the explanation submitted by the workman, thereafter the Disciplinary Authority ordered for a Departmental enquiry and it was held on 15.12.2007 and 11.1.2008. The workman faced the enquiry. Subsequently the enquiry was commenced and the Enquiry Officer concluded the enquiry and the Disciplinary Authority proceeded to impose the punishment of reduction of one stage of increment in the present scale of Pay with immediate effect. Thereafter, the workman on 16.8.2008 filed an appeal before the Appellate Authority challenging the order of the Enquiry Officer and vide letter dated 26.12.2008 the Appellate Authority granted a personal hearing to the workman on 29.12.2008. The Appellate Authority had dismissed the appeal vide order dated 20.1.2009, i.e., 3 months after expiry of the mandatory period of 60 days. Therefore, the workman was compelled to move the union and lastly, raised an industrial dispute before the Conciliation Officer(Central), Vijayawada questioning the validity and legality of the punishment imposed on the workman Sri P.V. Janardhana Rao. As the conciliation ended in failure, the conciliation officer forwarded it to the Ministry of Labour and Employment, Government of India, New Delhi, who was pleased to refer the dispute to this Tribunal for adjudication. The workman submitted that principles of natural justice were not followed while conducting the enquiry and as such, it is prayed to hold the enquiry conducted by the Respondent bank as illegal and invalid.

3. It is pertinent to note here that while the case was posted to examine the validity of the domestic enquiry conducted by the management, the Learned Counsel appearing on behalf of the workman did not prefer to raise the point as regards the validity of the enquiry and submitted to pass necessary order on the basis of the materials available in the record. in view of the submissions made by the Learned Counsel for the Petitioner the domestic enquiry conducted by the management is held as legal and valid.

4. **Respondents filed their counter with the averments in brief as follows:**

The Respondent bank admitting the present Posting of the workman stated that on 8.6.2007 the workman filed an application for leave fare concession. As per the bank's rules and regulations, the employee is entitled to claim leave fare concession for himself and his family members. In the application for leave fare concession, the employee claimed leave fare concession for himself, his wife, son and daughter. The Bank's record does not show the employee was having any children. Thereafter, the bank started an investigation into a possible false claim for making undue financial benefit out of LFC facility/ encashment. The employee getting smell of the impending action, tried to save himself by submitting another antedated application quickly on 6.8.2007 withdrawing the names of his son and daughter as claimed earlier in his application, offering some frivolous, meek and untenable explanation stating that there was no documentary evidence to show adoption and therefore, he was withdrawing their names etc.. The Respondent bank issued a show cause notice calling for his explanation for attempting to defraud the bank and derive undue pecuniary benefit in the guise of LFC. The Respondent bank was not satisfied with the explanation given by the workman, and served the workman with a charge sheet dated 24.10.2007. A detailed enquiry was conducted, in which the workman was offered full opportunity to defend himself. After completion of the enquiry, the Enquiry Officer submitted his report. On the basis of the findings of the Enquiry Officer the misconduct of the workman was proved and he was imposed with the punishment of reduction of increment on the basic pay by one stage vide

proceeding dated 30.6.2008 of the Disciplinary Authority. The Respondents have further submitted that banks are public institutions and public confide their faith in the Banks when they deposit their money in the bank. Therefore, the banks work as the custodians of Public money. Hence, the employees working in such public institutions are supposed to work with highest integrity and honesty. There is no scope for any leniency when such trust of the public is sought to be betrayed. The Respondents also submitted that handling public money is a very sensitive matter. The employee is seeking to gain undue pecuniary benefit of claiming LFC for persons who are not his family members, and thereafter trying to explain it away by weaving stories of adoption etc., certainly not acceptable to the bank. If the workman was not dishonest, he would have divulged the full information at the time of making his LFC application itself but not after he was caught. He could not have claimed those persons as his daughter and son even before the adoption rituals were completed. Inspite of all this, the bank has given only lenient punishment though such acts attract deterrent punishment. The Respondent also submitted that the bank has given full opportunity while imposing the punishment to the workman. Only after his guilty was proved in the enquiry, the bank imposed the above said penalty. Lastly, the Respondents submitted that the bank has imposed a lenient penalty only and before imposing the penalty the bank has given full opportunity to the employee to present his case and only after his guilty was proved in the enquiry, the Respondent bank has imposed such light punishment for it and as such no wrong has been committed by the Respondents and the claim statement filed by the Petitioner is liable to be dismissed and as such, the reference be rejected.

5. I have already heard the Learned Counsels for both sides in this matter.

6. Now, it is to be considered,

I. Whether the action of the management of Allahabad Bank, Guntur Branch by reducing one stage of increment to Shri P.V. Janardhana Rao is justified?

II. If not, to what relief the workman is entitled for?

7. Point No.I: It is the admitted case of the Petitioner that the workman while working as a clerk cum cashier at Guntur branch of the management bank on 8.6.2007, applied for sanction of leave fare concession and for encashment of 30 days privileged leave. In the application for sanction of leave fare concession, the workman applied for himself, his wife and two of his brother's children who had been living with him. But, when no communication was received from the side of management about sanction of leave fare concession and encashment of 30 days privileged leave, after two months the workman again submitted a fresh application for availing leave fare concession and for encashment of 30 days privileged leave, stating that due to family circumstances the adoption of his brother's children did not materialize for which he applied for leave fare concession and for encashment of 30 days privileged leave for himself and for his wife. It is further admitted that prior to filling of this application the workman has never intimated the bank that he is having two children.

8. The Learned Counsel appearing on behalf of the workman submitted that while the workman was working at Guntur branch as Clerk cum Cashier on 8.6.2007, he has applied for sanction of leave fare concession and for encashment of 30 days privileged leave. In that application he had applied leave for himself, for his wife and two of his brother's children who had been living with him and to whom he had intended to legally adopt. After filing of such application when no communication was received by the workman from the side of the Respondent management regarding sanction of leave fare concession and encashment of 30 days privileged leave, he waited for two months, and on 6.8.2007 again he submitted a fresh application for availing leave fare concession and for encashment of 30 days privileged leave, for himself and for his wife only stating therein that due to family circumstances the adoption of his brother's children did not materialize, for which he is unable to produce any document. But, inspite of that, there was no response from the side of the management regarding sanction of leave fare concession and encashment of 30 days privileged leave for himself and his wife. But subsequently without giving any information to the workman a show cause notice was served on him on dated 21.8.2007 calling him for explanation, alleging that the workman had made a false claim of leave fare concession and encashment of 30 days privileged leave in respect of the persons who were not his dependents and the workman had attempted to derive pecuniary advantage/benefit at the cost of the bank, and further the action of the workman was highly objectionable, therefore he was liable for gross misconduct. On 30.8.2007 the workman replied to the show cause notice wherein he had stated that he had sought adoption of two of his younger brother's children, but due to family circumstances the adoption could not fructify and for this he submitted a fresh application withdrawing the names of the two children of his brother and he had not committed any misconduct warranting any disciplinary action. But, without considering the reply of the workman, the Respondent management issued charge sheet dated 24.10.2007 to which the workman submitted his reply denying the allegations

levelled against him. The management/Respondent was not satisfied on the explanation submitted by the workman and conducted an enquiry, wherein the Enquiry Officer found the workman guilty of the charges and suggested for punishment. Lastly the Disciplinary Authority proceeded to impose punishment of reduction of one stage of increment in the present scale of pay with immediate effect. On 16.8.2008 the workman filed an appeal before the Appellate Authority challenging the order of the Enquiry Officer. But the Appellate Authority dismissed the appeal of the workman. He further submitted that the punishment imposed on the workman is a grave one. The workman has not availed the benefit of leave fare concession and encashment of 30 days privileged leave, but has only mentioned the names of the two children of his brother, and subsequently withdrew his application without causing any financial loss to the management therefore, the workman was not liable for any misconduct. In such circumstances the management should have closed the chapter when the workman withdrew his previous application. But the management without considering the real position has dragged the Petitioner to such a litigation who is suffering in mental agony for a long period.

9. On the other hand the Learned Counsel appearing on behalf of the management submitted that the workman is an employee of a bank which is a public institution and public have got their confidence and faith in the bank, where they used to deposit their money. The banks are the custodian of public money and unless, the public have reposed their confidence on the bank they will not deposit their money at the bank. The employees working in such a public institution are supposed to be clean and to work with highest integrity and honesty. He further submitted that in fact the workman had filed an application for leave fare concession and encashment of 30 days privileged leave for himself and for his family members and in that application he had claimed leave fare concession for himself, his wife, son and daughter, but the Bank record does not show that the workman was having any children. Thereafter the management started an investigation into the false claim for making undue financial benefits out of LFC facility and encashment of Privileged Leave. The workman getting smell of such an enquiry and impending action, tried to save himself by submitting another application withdrawing the names of his son and daughter as claimed by him earlier in his first application by offering such a frivolous, meek, untenable explanation stating therein that there was no documentary evidence to show the adoption and for this he was withdrawing the names of his children. The Respondent bank was not satisfied with the information supplied by the workman and issued notice to show cause, but when the Respondent bank was not satisfied with the explanation of the workman to the show cause notice, charge sheet was issued to him, and lastly an enquiry was conducted. The Enquiry Officer after conducting the enquiry found the workman guilty of the charges, and after perusing the findings of the Enquiry Officer, the Disciplinary Authority imposed the punishment of reduction of one increment in the present scale of pay of the workman with immediate effect. The punishment imposed on the workman is just and proper. The workman was found guilty and is liable for punishment for his gross misconduct.

10. On consideration of the submissions made by the Learned Counsels for both the sides and on perusal of the materials available on record it is made clear that as the workman has submitted an application for leave fare concession and encashment of 30 days Privileged Leave for himself, for his wife and two children and the bank record did not disclose that the workman was having any children, for this, the Respondents suspected the workman. Subsequently the workman had withdrawn that application, wherein the workman had mentioned that those two children are of his younger brother's and he intended to adopt them, but he was unable to produce any documentary evidence to it and also subsequently he preferred to withdraw the application which clearly indicates that the workman had no malafide intention to gain undue pecuniary benefit of claiming leave fare concession for the persons who are not his family members. When the workman has not availed the benefit of leave fare concession and has disclosed the fact clearly stating that both the children are his younger brother's children, to whom he had intended to adopt; it can not be stated that the workman is liable for gross misconduct. Moreover, the workman has not committed any misconduct of similar nature prior to it in the past. In such circumstances, the punishment imposed by the Disciplinary Authority by reducing one stage of increment is not at all reasonable putting such a financial loss to the workman. Even if the workman has made a false information causing no harm to the management and his previous antecedent was not such, the Disciplinary Authority should have imposed a lesser punishment like "warning" instead of imposing punishment of stoppage of one stage of increment.

11. In view of the discussion made above it can safely be held that the finding of the Enquiry Officer that the workman is guilty of misconduct is not acceptable and further it is to be held that the punishment imposed by stoppage of one increment is grossly disproportional to the proven misconduct. Thus, the action of the Respondent/management in reducing one Stage of increment is held neither legal nor justified.

12. **Point No. II:** As per the findings given in Point No .I, the punishment of reducing one stage of increment is not acceptable. The fact that even if the workman has given a false information in his earlier application subsequently he had rectified it and has not availed any financial benefit out of it causing loss to the management. The workman being an employee of the bank which is a public institution, if commits any mistake like giving false information, he should be imposed a lesser punishment. No doubt for the mistake the workman is liable to be awarded with proper punishment, but not causing any financial loss to him. as already discussed above while deciding Point No.I, as awarding punishment of stoppage of one increment for the mistake committed by the workman is not reasonable. Therefore, only punishment like warning is to be awarded to the workman for his guilt, i.e., for furnishing false information about his family members.

Result:

In view of the fore gone discussion, the order dated 30.6.2008 imposing punishment of reducing one stage of increment with immediate effect, is hereby set aside. Instead of awarding reduction of one stage of increment, the workman is liable for a lesser punishment like warning and the workman is entitled to get back all the monetary loss sustained by him due to the punishment imposed on him by stopping one stage of increment. The reference is answered as follows:-

The action of the management of Allahabad Bank, Guntur Branch by reducing one Stage of Increment to Shri P.V. Janardhana Rao is neither legal nor justified and is hereby set aside, and the Petitioner is entitled to a lesser punishment of 'Warning' only. The Petitioner is also entitled to get all the benefits for the loss sustained by him due to reduction of one stage of increment.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 31st day of March, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1844.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 256/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1844.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 256/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 256/2013

Registered on 15.06.2013

Sh. Vinod Kumar, S/o Sh. Narayan Singh,
Village Railway Colony, Bohli, Teh. & Distt. Panipat ...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat ...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 12.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 08.04.2002 and was withdrawing a salary of Rs.5,940/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Vinod Kumar, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 8.4.2002 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent Nos. 2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.49,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 10 years and therefore, he is entitled to compensation of 15 days pay for 10 years without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent Nos. 1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No. 2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent Nos. 1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent Nos. 2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1845.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 257/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1845.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 257/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 257/2013

Registered on 15.06.2013

Sh. Sunill Kumar, S/o Sh. Om Parkash,
Village Begumpur, Teh. Gharounda, Distt. Karnal

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 12.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 15.07.1999 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Sunil Kumar, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 15.07.1999 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen. No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.40,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 13 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1846.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 258/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 258/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 258/2013

Registered on 15.06.2013

Sh. Devi Singh, S/o Sh. Manfool,
Village Asan Kalan, P.O. Khas, Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 07.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 01.01.2000 and was withdrawing a salary of Rs.6,800/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment. That the main jobs are managed by the regular employees of the Corporation, whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway track and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Devi Singh, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent Nos. 2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent Nos. 2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 1.1.2000 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent Nos. 2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent Nos. 2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.33,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 12 years and 6 months and therefore, he is entitled to compensation of 15 days pay for 13 years. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent Nos. 1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent Nos. 1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent Nos. 2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1847.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 259/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 259/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 259/2013

Registered on 15.06.2013

Sh. Rama, S/o Sh. Jagannath,
Village Kabdi, P.O. Khas, Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. Nos. 2 to 4

AWARD

Passed on : 08.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 25.05.2003 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent Nos. 2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Rama, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent Nos. 2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent Nos. 2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 25.5.2003 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent Nos. 2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;]”

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent Nos. 2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.33,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 9 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent Nos. 1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent Nos. 1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent Nos. 2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1848.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 260/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 260/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 260/2013

Registered on 15.06.2013

Sh. Satbir, S/o Sh. Kishan Chand,
Village Sodapur, Teh. & Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 12.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 09.07.2003 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Satbir, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 9.7.2003 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.25,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 9 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1849.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 261/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1849.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 261/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 261/2013

Registered on 15.06.2013

Sh. Bajinder, S/o Sh. Rajpal,
Village Asan Kalan, P.O. Khas, Teh. & Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 07.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 01.08.2011 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Bajinder, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 1.8.2011 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;]”

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.2,866/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than a year. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1850.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 262/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1850.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 262/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 262/2013

Registered on 15.06.2013

Sh. Bansi Lal, S/o Sh. Tara Chand,
Village Asan Kalan, P.O. Khas, Teh. & Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 07.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 01.04.1999 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Bansi Lal, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 1.4.1999 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.44,100/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 13 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1851.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 263/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 263/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 263/2013

Registered on 15.06.2013

Sh. Sanjay Kumar, S/o Sh. Baidhnath,
R/o Railway Fatak, Singpura Sithana, Teh. & Distt. Panipat ...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat ...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 12.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 09.11.2010 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

Workman did not lead any evidence.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 09.11.2010 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid compensation by considering the period he worked. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, he shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1852.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 265/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 265/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 265/2013

Registered on 15.06.2013

Sh. Rohtash, S/o Sh. Rishipal,
Village Sithana, Teh. & Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 08.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947(hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 17.11.2003 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Rohtash, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 17.11.2003 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.25,790/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 9 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 and 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1853.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 266/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 266/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 266/2013

Registered on 15.06.2013

Sh. Md. Iqbal, S/o Sh. Majid,
Village Asan Kalan, P.O. Khas, Teh. & Distt. Panipat ...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat ...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 08.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 15.09.2005 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Mohd. Iqbal, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 15.9.2005 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.33,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 7 years and therefore, he is entitled to compensation of 15 days pay for 7 years. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1854.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 268/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 268/2013) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 268/2013

Registered on 15.06.2013

Sh. Rajpal, S/o Sh. Tara Chand,
Village Asan Kalan, P.O. Khas, Teh. & Distt. Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 08.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 01.04.1999 and was withdrawing a salary of Rs.6,578/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Rajpal, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 1.4.1999 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[(00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.53,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 12 years and 6 months and therefore, he is entitled to compensation of 15 days pay for 13 years, without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, he shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1855.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ सं. 9/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 29th August, 2016

S.O. 1855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2014) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. & others and their workman, which was received by the Central Government on 29.08.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 9/2014

Registered on 22.05.2014

Sh. Ram Millan, S/o Sh. Shiv Narayan,
R/o Iddgah Colony, Model Town, Panipat

...Petitioner

Versus

1. The Manager, Indian Oil Corporation Ltd.,
Baholi Refinery, Panipat.
2. The Manager, Rites India Ltd., L-187, Ram Lal Chowk,
Panipat, Near Singla Hospital.
3. The Manager, Peeway Care, 28-New Beri Road,
Lucknow, Uttar Pradesh.
4. M/s. K. Lal & Sons, Suppliers, Contractor & Engineer,
Office 10-Bhatia Colony, Asandh Road, Panipat

...Respondents

APPEARANCES :

For the workman : Sh. Karan Singh, AR of the workman

For the Management : Sh. Paul S. Saini, Adv. for Resp. No.1

Sh. P.K. Longia, Adv. for Resp. No. 2 to 4

AWARD

Passed on : 07.07.2016

Sh. Karan Singh, Secretary of the Worker Union, raised an industrial dispute before the Assistant Labour Commissioner, Karnal. No settlement took place and on the expiry of 45 days, the Assistant Labour Commissioner, Karnal, issued a certificate dated 25.04.2013 under Section 2A(2) of the Industrial Disputes Act, 1947 (hereinafter

called the Act) for agitating the matter before the Central Government Industrial Tribunal-cum-Labour Court for adjudication.

Thereafter, the workman filed statement of claim in this Court, pleading that he was appointed on 01.04.2003 and was withdrawing a salary of Rs.5,158/- per month. He continuously worked till 30.10.2012. That he was retrenched on 01.11.2012 without service of any notice and payment of any retrenchment compensation. Thus, his termination is illegal and he be reinstated in service.

Respondent No.1 in his written statement pleaded, that there is no relationship of employer and employee between the parties. That respondent No.1 is a public sector undertaking and has its rules and regulations for giving appointment that the main jobs are managed by the regular employees of the Corporation whereas incidental jobs like gardening, house-keeping, grass cutting, binding of challan etc. are being carried through the contractors, who are paid for a particular job, by engaging its own labour. That corporation has nothing to do with the labourers engaged by the contractor. It is admitted that the workman was engaged by respondent No.2 and 3 who are the contractors. Since there was no relationship of employer and employee between the workman and respondent No.1, the termination of the workman by the Corporation do not arise.

Respondent No.3 filed his separate reply pleading that annual maintenance contract of railway siding, Panipat refinery, was given to respondent No.2 from 1999 onwards and it engaged respondent No.3 as sub-contractor and the contract was renewed from year to year. The contract was to expire on 31.03.2012 which was extended till 31.10.2012.

In view of the termination of the contract from 31.03.2012, a notice dated 26.09.2012 was issued to the workman informing the termination of his engagement from 31.10.2012. That it was ready to pay the benefits under Section 25F of the Act but the workman wanted employment under the new contract. That termination of his services is not illegal.

On the same lines, respondent No.2, who was the main contractor of respondent No.1, filed the written reply.

Respondent No.4 filed separate written reply stating that it was awarded contract for the maintenance of railway contract and it pasted a notice on the notice board of the Refinery, asking the previous workmen to join and only 7 workmen reported for duty.

Parties were given opportunity to lead the evidence.

In support of his case, Sh. Ram Millan, workman, appeared in the witness-box and filed his affidavit supporting his case as set out in the statement of claim.

On the other hand, respondent No.1 has examined Sh. Sanjay Kumar, who filed his affidavit along with the documents, reiterating the stand taken by respondent No.1.

Sh. G.K. Sharma was examined on behalf of respondent No.3 and thereafter, counsel for respondent No.2 to 4 closed the evidence.

I have heard Sh. Karan Singh for the workman, Sh. Paul S. Saini for Respondent No.1 and Sh. P.K. Longia for respondent No.2 to 4 and perused the file carefully.

It is not disputed that respondent No.1 had given contract for the annual maintenance of railway siding, Panipat Refinery from 1999 onwards to respondent No.2. Respondent No.2 engaged the service of respondent No.3 as sub-contractor. It is not denied that workman was engaged for the period in question by respondent No.3, though, the terms of his engagement are not placed on file probably for the reason that no such terms were reduced into writing. There is nothing on the file that workman was ever engaged by respondent No.1.

It is also admitted case that the annual maintenance contract of respondent No.2 was not extended after 31.10.2012 and the same was given to respondent No.4. Again it has come in the evidence of Sh. G.K. Sharma that a notice was given to each and every workmen on 26.09.2012(Exb.M5) informing them that the engagement would come to an end from 31.10.2012, as the contract for maintenance of railway track would come to an end.

It was argued by Sh. P.K. Longia that since the contract between respondent No.1 and respondent No.2 came to an end on 31.10.2012 and as such, there was no work with respondent No.3 who consequently terminated the service of all the workers after giving them notice dated 26.09.2012 and the termination of their services is legal and well.

As stated above, the workman continuously worked with respondent No.3 from 1.4.2003 to 30.10.2012. It is neither pleaded nor proved that there was any contract between respondent No.3 and the workman that the services of the workman would come to an end automatically on the termination of the contract between respondent No.2, 3 and respondent No.1.

‘Retrenchment’ is defined under Section 2(00) which read as follow:-

[00) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[bb] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

(c) termination of the service of a workman on the ground of continued ill-health;”]

The termination of the workman do not fall in clause (a), b, (bb) and (c) of the said Section of the Act and therefore, the termination of the services of the workman tantamount to ‘retrenchment’.

Section 25F provide the conditions for ‘retrenchment’ of the workman and it read as follow:-

25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Thus, the workman was to be given one month notice in writing prior to the ‘retrenchment’, and he is to be paid, at the time of retrenchment, compensation equivalent to 15 days average pay for every completed year or any part thereof in excess of six months. Respondent No.3 has given a notice to the workman dated 26.09.2012(Exb.M5). It is neither pleaded nor proved that he was paid any retrenchment compensation. Rather it is pleaded by respondent No.3 that it was ready to pay the benefits as applicable under Section 25 of the Act, but the workman wanted employment under the new contract. Thus respondent No.3 admits that no retrenchment compensation was paid on 31.10.2012 when the services of the workman were retrenched and on this ground, the termination of his services is illegal.

Since the contract for the maintenance of railway track between respondent No.1 on the one hand and respondent No.2 and 3 on the other hand came to an end, the workman cannot be ordered to be reinstated in service and more particularly under respondent No.4 with whom he never worked. He is to be paid only retrenchment compensation. He has stated in his cross-examination that he has received Rs.35,000/- later on. It is not clear whether the said amount was paid on account of his other dues and it also includes retrenchment compensation. Therefore, retrenchment compensation is payable to the workman who worked for more than 9 years and therefore, he is entitled to compensation of 15 days pay for the said period. Without going into minute calculations and considering the circumstances, that workman has been agitating the matter since his termination, lump sum amount of Rs.50,000/- is held to be payable to him as compensation which he is entitled to recover from respondent No.1 to 3 jointly and severely as respondent No.1 was the principle employer and the respondent No.2 was the main contractor and the workman was actually engaged by respondent No.3.

In result, the matter is decided in favour of the workman, holding that he is entitled to recover Rs.50,000/- from respondent No.1 to 3 jointly and severely. If respondent No.1 pay the amount, it shall be at liberty to recover the amount from respondent No.2 to 3.

The respondents are further directed to pay the amount within 3 months of the publication of the award failing which the workman shall be entitled to recover the interest @ 6% per annum on the awarded amount from the date of award till realization.

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1856.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सरगुजा क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 106/08) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/5/2007-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 106/08) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Surguja Kshetriya Gramin Bank and their workmen, received by the Central Government on 29.08.2016.

[No. L-12011/5/2007-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/106/08

The President,
Surguja Kshetriya Gramin Bank Karmchari Sangh,
C/o Vasundara Agencies, Malviya Market, Deviganj Road,
Ambikapur Road, Chhattisgarh.

The President,
Surguja Kshetriya Gramin Bank Adhikari Sangh,
C/o Vasundara Agencies, Malviya Market,
Deviganj Road, Ambikapur, Chhattisgarh

...Workman/Union

Versus

The Chairman,
Surguja Kshetriya Gramin Bank,
Ist Floor, Vivek Complex Sangam Galli,
Ambikapur,
Surguja, Distt. Chhattisgarh

...Management

AWARD

Passed on this 4th day of July 2016

1. As per letter dated 11-9-08 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/5/2007-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Surguja Kshetriya Gramin Bank, Ambikapur Surguja District Chhattisgarh State in denying the compassionate appointment to Smt. Madhuri Singh W/o Late Shr Kameshwar Singh Ex-employee of Surguja Kshetriya Gramin Bank Ambikapur, Surguja District, Chhattisgarh is legal and justified? If not, to what relief Smt. Madhuri Singh W/o Late Shri Kameshwar Singh is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim on behalf of claimant widow. The claim of Ist party is Madhuri Singh is widow of Late Kameshwar Singh who was working at Dharampur branch of the Bank. Shri Kameshwar Singh died on 2-12-05 leaving his widow and 2 daughters. Madhuri Singh has passed HSc, she is eligible for appointment on compassionate ground as per letter dated 15-7-82 issued by the Government. After death of her husband, she had submitted application on 20-2-06. It is reiterated that the scheme for compassionate appointment is apparent. That application in prescribed proforma is not necessary.

However as per direction of the management Bank, she submitted application in prescribed proforma on 21-6-06. The Bank not paid heed to her application. That the model scheme for payment of exgratia lumpsum amount was circulated vide notification dated 31-7-04. In respect of effective date for implementation of the model scheme, Ministry of Finance vide its letter dated 9-6-06 issued a clarification that effective date for implementation of the model scheme . Union has reiterated for implementation of the scheme for compassionate appointment, as the request for appointment on compassionate ground was not materialized, the dispute was raised before Conciliation Officer after failure report, the dispute has been referred. Union has also reiterated about the scheme for exgratia payment. That claimant Mamta Singh was considered. She was given appointment before implementation of new scheme dated 22-9-06. The decision was taken on 4-7-06, the respondent Bank arbitrarily and capriciously delayed consideration of her application for compassionate appointment. New model scheme was introduced for payment of exgratia amount. She was not called for interview. The claim under scheme for exgratia payment was rejected on 16-10-06. On such ground, Union prays that reference be answered in its favour.

3. 2nd party filed Written statement opposing claim of 1st party Union. Preliminary objection is raised that Madhuri Singh has filed Writ Petition No. 4241/09 before High Court, Chhattisgarh at Bilaspur for same relief. As such reference is not tenable. That Kameshwar Singh was working as officer in the Bank and died on 2-12-05. Deceased workman was holding post of executive / officer of the Bank, he was not member of the Union. Union has no locus standi to raise the dispute. That policy decision was taken by the Board of Directors. Surguja Kshetriya Gramin Bank was sponsored by the Central Bank of India. The scheme for compassionate appointment was introduced in the year 1982. Appointments in post of Class-III, IV could be made on compassionate ground. The model scheme for payment of exgratia amount was introduced – 8 Lakhs for officers, 7 Lakhs for clerical staff, 6 Lakhs for subordinate staff as per letter dated 9-6-06 received from Government of India, Ministry of Finance. Scheme for appointment of exgratia in lieu of appointment on compassionate ground was approved on 27-9-06. Madhuri Singh submitted application on 21-6-06 for compassionate appointment. During relevant period, applications were received from Mamta Singh, Madhuri Singh, Manoj Singh and Neelima Deshmukh. The details are given in para 12 of the Written Statement. That Neelima, widow of late Sri Satish Kumar Deshmukh submitted application on 25-8-06, the same was kept before Board's meeting on 22-9-06. The sponsored Bank advised the answering Bank that the pending applications should be decided as per the provisions of Model Scheme for payment of exgratia in lieu of appointment on compassionate grounds. Initially Bank has received simple applications from the three persons which were put up before the Board of Directors in the meeting held on 9-6-06. The applications from Smt. Mamta Singh and Smt. Madhuri Singh for post of clerical cadre were received. At that time one vacancy of clerical cadre was available and Mamta Singh whose application received first by the Bank and her husband Late Rajiv Ranjan Singh was working as clerk/ cashier, hence the financial position of the family was precarious and required due attention on humanitarian ground. The details of financial condition are given in Para 19 of the Written Statement. The claim of Madhuri Singh for compassionate appointment could not be accepted for want of vacancies. That application for Madhuri Singh was dealt with according to the provisions of Para 13 of Model scheme. The scheme for compassionate appointment introduced in 1982 due to difficulties faced for implementation, model scheme for payment of exgratia amount was introduced. The compassionate appointments are considered as exception in favour of dependents of employees dying in harness and without any means of livelihood. On such ground, 2nd party submits that reference be answered in its favour.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Surguja Kshetriya Gramin Bank, Ambikapur Surguja District Chhattisgarh State in denying the compassionate appointment to Smt. Madhuri Singh W/o Late Shr Kameshwar Singh Ex-employee of Surguja Kshetriya Gramin Bank Ambikapur, Surguja District, Chhattisgarh is legal and justified?	Madhuri Singh accepted exgratia amount as per order passed by Hon'ble High Court in Writ Petition. Therefore the dispute between parties ceased to exist.
(ii) If not, what relief the workman is entitled to?"	Madhuri Singh is not entitled to any relief.

REASONS

5. The term of reference pertains to denial of compassionate appointment to Madhuri Singh w/o deceased Kameshwar Singh. The documents produced by 1st party Exhibit W-1 is application for compassionate appointment by Madhuri Singh, W-2 is copy of the scheme for appointment of dependents of deceased employees. Exhibit W-2(a) is letter dated 9-6-05 pertaining to Model Scheme for payment of exgratia amount in view of appointment on

compassionate appointments. Exhibit W-3 is letter dated 16-10-06 requesting Madhuri Singh to furnish the information. Exhibit W-2(6) is copy of the model scheme for payment of ex gratia amount.

6. 2nd party management produced documents M-1 is notice of WP No. 4241/09, M-2 is letter dated 5-7-82 copy of scheme for appointment of dependent of deceased employees. M-3 is copy of Model Scheme for payment of ex gratia amount. M-3(a) is copy of letter dated 9-6-06 approving ex gratia payment in lieu of compassionate appointments. Exhibit M-3(b) is copy of directions issued in the matter, M-4 is copy of application of Madhuri Singh, M-5 is copy of proposal for appointment on compassionate ground. M-6 is the proposal submitted for appointment on compassionate ground dated 10-11-06 M-10 is copy of order passed in Writ Petition No. 4241/09 by Hon'ble Chhattisgarh High Court, Bilaspur directing to consider fresh application for ex gratia payment by the petitioner. Exhibit M-7 is copy of application, M-8 is receipt of received ex gratia amount Rs. 8 Lakh. M-9 is letter given by Madhuri Singh that she would not pursue her other claims.

7. Management's witness Shri A.C.Sharma filed affidavit of evidence on the matter explaining that application of Madhuri Singh was kept pending. The Board of Directors confirmed that the action taken in meeting held on 22-9-06, 8-11-06, 21-12-06. From evidence of management's witness, Exhibit M-1 to M-10 were admitted.

8. The evidence of 1st party was closed on 15-1-15. Documents produced on record Exhibit M-7, M-8, M-9 shows claimant Madhuri Singh wife of deceased Kameshwar Singh accepted ex gratia amount Rs. 8 Lakhs. Said amount is paid to her as per receipt Exhibit M-8. As per Exhibit M-9 Madhuri Singh has given up her claim for other reliefs as per the order passed by Hon'ble High Court in above said Writ Petition. Therefore the dispute between parties ceased to exist. Accordingly I record my finding in Point No.1.

9. In the result, award is passed as under:-

“As claimant Madhuri Singh has accepted ex gratia amount Rs. 8 Lakhs, she is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नर्मदा मालवा ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 5/12) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/67/2011-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1857.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/12) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Narmada Malwa Gramin Bank and their workmen, received by the Central Government on 29.08.2016.

[No. L-12011/67/2011-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/5/12

General Secretary,
Dainik Vetal Bhogi Bank Karamchari Sangathan,
F-1, Tripti Vihar,
Opp. Engg. College,
Ujjain

...Workman/Union

Versus

General Manager,
Narmada Malwa Gramin Bank,
Head Office, 201, Sillver Orchid,
Chhappan Dukan, New Palasia,
Indore

...Management

AWARD

Passed on this 5th day of July, 2016

1. As per letter dated 9-12-2011 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/67/2011-IR(B-I). The dispute under reference relates to:

“Whether the demand of the Union, Dainik Vetan Bhogi Bank Karamchari Sangathan for making payment of bonus for the period from 20-11-86 to August 2004 to Shri Dinesh Bhavsar is legal and justified? To what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party submitted statement of claim through Secretary of Dailly Wage Bank Employees. Case of Ist party is that he was engaged in Nimar Kshetriya Gramin Bank during 20-11-86 to August 2004. Said Bank was amalgamated in Narmada Malwa Gramin Bank. Bank of India was its sponsorer Bank. That during the period November 86 to April 88, he was working as peon at Sendwa branch he was paid monthly by the Branch Manager, amount was reimbursed to the Branch Manager. He worked more than 240 days in a year. In May 1989, his services were discontinued. He raised dispute before Labour Commissioner. During pendency of conciliation proceeding, settlement was arrived between the parties. Thereafter he was engaged in the Bank from June 95 to August 2004. He was paid wages by the Bank. Branch Manager was reimbursed amount of wages paid to him. During the period 1-6-92 to August 2004, he worked more than 240 days during each of the year. He was not paid bonus as per Section 8 of Payment of Bonus Act 1965. Workman claims bonus for the period 20-11-88 to August 2004.

3. 2nd party filed Written Statement opposing claim of workman. 2nd party contented that workman was engaged at Sendhwa branch of erstwhile Nimar Kshetriya Gramin Bank in the year 1986 for some time on dailly wages as casual labour. Ist party was paid wages, Branch Manager was reimbursed the amount of wages paid to Ist party. Workman was not in continuous employment, he was intermittently engaged as per exigency. Workman was not in continuous employment, he was intermittently engaged as per exigencies. Workman was paid wages for the days he worked. Industrial dispute arose between Ist party workman and Bank. Conciliation proceeding was held before Labour Commissioner, Indore. Settlement was reached before parties. It was agreed that management identified the permanent vacancies in the Bank and consider all such persons for permanent recruitment having regard to reservation for SC ST candidates.

4. 2nd party further submits that management identified in all 8 permanent vacancies out of which 2 posts each were reserved for SC ST candidates, 4 posts for unreserved category. Ist party belongs to General Category. He participated along with 16 other candidates of General Category. Workman was interviewed on 1-4-82, he was placed at Sl.No.7 of select list. Since there were only 4 post in General Category, workman could not be given permanent appointment. After workman was not selected, he was not engaged on dailly wages also. Ist party workman worked time to time but he was not continuously working. Workman was engaged during 1986 to 1988 depending on exigency of work. Workman not worked more than 240 days during any year in 1992 to August 2004. Ist party workman had claimed gratuity but he failed to prove his claim. The application was rejected by Competent Authority as per order dated 4-1-11. On such ground, 2nd party submits that reference be answered in its favour.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of the Union, Dainik Vetan Bhogi Bank Karamchari Sangathan for making payment of bonus for the period from 20-11-86 to August 2004 to Shri Dinesh Bhavsar is legal and justified?	Partly in Affirmative.
(ii) If not, what relief the workman is entitled to?”	As per final order.

REASONS

6. The term of reference pertains to claim for bonus for the period 1986 to 2004 for workman Dinesh Bhavsar. Claim of workman is opposed in Written Statement filed by 2nd party. Representative of workman submitted that workman does not want to adduce evidence. Evidence of workman is closed. Management also not adduced evidence. Evidence of management was closed on 15-9-15. The documents admitted by management W-1 is about amalgamation of the Bank as per Notification dated 3-4-06. W-2 is copy of reply filed before LEO, Indore. Claim of 1st party workman was denied. In said reply, working days of 1st party are shown in November 86 – 10 days, December 86-27 days, January 87- 27 days, February 87- 24 days, October 87 to April 88- 147 days. Exhibit W-3 is copy of Form H- Memorandum of settlement. W-4 is intimation to workman about conciliation proceeding. W-5 also intimation to the workman to attend office on 6-10-94. W-6 is intimation to workman to attend office of ALC, Indore on 25-2-95. As 1st party workman has not adduced evidence about his working in the branch, zerox copies of documents produced by him are not proved by valid evidence. Workman has failed to establish his claim for bonus. Workman failed to establish that he was continuously working during 86 to 2010. However as per document W-2, the workman worked for 37 days in 86, 190 days in 87, 79 days in 88. Workman worked for total 225 days during 86 to 88. Workman was not paid bonus.

Under section-8 of Payment of Bonus Act, it is provided that every employee shall be entitled to be paid by his employer in an accounting year, bonus, in accordance with the provisions of this Act, provided he has worked in the establishment for not less than thirty working days in that year.

That as per Section 8, workman is entitled to 8.33 % bonus for the year 1986 to 88 only as he worked more than 30 days in the Bank. For above reasons, I record my finding in Point No.1 partly in Affirmative.

7. In the result, award is passed as under:-

- (1) The demand of Union is partly illegal for the year 1986 to 1988.
- (2) 2nd party is directed to pay bonus 8.33 % to workman for his working days for the years 86 to 88 considering his working days shown in Exhibit W-2.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1858.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार छिंदवाड़ा सिवनी क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 237/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/78/98-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 237/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Chhindwara Seoni Kshetriya Gramin Bank and their workmen, received by the Central Government on 29.08.2016.

[No. L-12012/78/98-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/237/98

General Secretary,
Gramin Bank Karamchari Sangh,
Nagdwar Chowk,
Gulbrao,
Chhindwara (MP)

... Workman/Union

Versus

Chairman cum Managing Director,
Chhindwara Seoni Kshetriya Gramin Bank,
Chhindwara (MP)

... Management

AWARD

Passed on this 12th day of July, 2016

1. As per letter dated 30-10-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/78/98/IR(B-I). The dispute under reference relates to:

“Whether the action of the management i.e. Chairman, Chhindwara Seoni Kshetriya Gramin Bank, Chhindwara (MP) in stopping from duty to Shri Pramod Yadav, sub staff from Majhgawan Kudari Branch of the Bank w.e.f. 23-11-95 is justified and legal? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5/1 to 5/5. Case of Ist party workman is that 2nd party appointed him on daily wages. Work of messenger and peon was extracted from him in several branches of 2nd party. He was posted at Banaki branch from 24-3-94 to 10-8-94. Thereafter he was allowed duty in Gangerua branch where he worked continuously from 13-8-94 to 15-4-95. His services were dispensed without notice or holding enquiry. He was allowed duty in Manjhawa branch from 8-7-95 to 22-11-95. His services were terminated without order on 23-11-95. He was not allowed on duty that he submitted application to the Chairman of Bank for regularization as he had worked more than 240 days in a calendar year. His services were terminated illegally. After dispute raised before Conciliation Officer, the dispute has been referred.

3. Workman submits that he is qualified to hold post, he was duly selected for the post of messenger/ peon. He was continuously working with the satisfaction of his superiors. His services were terminated from 23-11-95 violating Section 25-F, G, of ID Act. On such ground, workman prays for his reinstatement with consequential relief.

4. 2nd party filed Written Statement at Page 8/1 to 8/5 opposing claim of workman. 2nd party submits that Ist party was engaged on daily wages as part time messenger at Banaki branch of the Bank. Subsequently Banaki Branch is merged in Ghansod branch of the Bank. Engagement of Ist party workman was part time messenger purely on need basis. It does not confer any right of continuing in employment. Ist party was not appointed following recruitment process. No appointment order was issued in his favour. Ist party never worked for more than 240 days in a calendar year. No post of messenger is vacant. After need came to end, Ist party was discontinued. 2nd party has given particulars of working days of Ist party 113 days at Banaki(Ghansor) branch during the period 24-3-94 to 10-8-94, 16 days at Gangerua branch during 16-8-94 to 10-9-94, 2 days during Gangerua branch during 15-9-94 to 16-9-94, 5 days at Gangerua branch 23-1-95 to 28-1-95 and 1 day at Gangerua branch during period 29-1-95 to 23-3-95 total 137 days and 129 days in Gangerua and Majhgawan Kudari Branch. Workman did not work more than 240 days in any calendar year. There is no question of violation of Section 25-F,G of ID Act. Discontinuation of Ist party is justified. Workman is not entitled to any relief.

5. Ist party filed rejoinder reiterating his contentions in statement of claim. In his rejoinder, Ist party had claimed that after his discontinuation, he is not gainfully employed anywhere.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management i.e. Chairman, Chhindwara Seoni Kshetriya Gramin Bank, Chhindwara (MP) in stopping from duty to Shri Pramod Yadav, sub staff from Majhgawan Kudari Branch of the Bank w.e.f. 23-11-95 is justified and legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

REASONS

7. The term of reference pertains to legality of termination of services of Ist party workman. Claim of Ist party is opposed by filling Written Statement by 2nd party.

8. Ist party workman filed affidavit of his evidence. However he failed to appear for his cross-examination, his evidence cannot be considered.

9. Management failed to adduce evidence. Evidence of management was closed on 18-1-16. Both parties failed to adduce evidence in support of their respective contentions. Workman has failed to establish that termination of his service is illegal. For above reasons, I record my finding in Point No.1 in Affirmative.

10. In the result, award is passed as under:-

- (1) The action of the management is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ सं. 65/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/136/2007-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 29.08.2016.

[No. L-12012/136/2007-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, DELHI

Present : Shri Harbansh Kumar Saxena

ID.No. 65/2007

The General Secretary,
All India Bank Staff Association,
33-34, Bank Enclave, Ring Road, Rajouri Garden,
New Delhi-110027.

Versus

The Asst. General Manager, (Region-IV),
State Bank of India, Delhi Zonal Office,
11, Parliament Street,
New Delhi-110001.

AWARD

The Central Government in the Ministry of Labour Vide Letter No. L-12012/136/2007-IR(B-I) dated 5.11.2007 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether the action of the management of State Bank of India in terminating the services of Sh. Krishan Swaroop Sharma w.e.f. 19.09.2005, is legal, fair and justified?

On 22.11.2007 reference was received in this Tribunal. Which was registered as I.D No.65/2007 and claimant was called upon to file claim statement within fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed claim statement. Wherein he prayed as follows:-

- i. That the workman be reinstated with back wages and continuity of service.

- ii. That the workman be paid full wages as from the date of his appointment in the Bank i.e. 1st May, 1990 till the date of his reinstatement in accordance with the Bipartite Settlement after deduction of meager wages already paid to him.
- iii. That the workman be absorbed in Bank's Service in terms of the Bipartite Settlement dated 27.10.1990 and 9.1.1991.
- iv. That suitable cost and damages be awarded to the workman for causing him harassment, exploitation and victimization and illegal and illegal termination.
- v. That the action of the management be declared as unfair labour practice.

Against claim statement management filed written statement on 23.10.2008. Through which it prayed as follows:-

“ It is therefore reverentially prayed that the claim of the claimant be dismissed with compensatory costs of the management.

Against which workman filed rejoinder on 5.3.2013. Where-in he reaffirmed the contents of claim statement.

On 3.05.2013 My Ld. Predecessor on the basis of pleading of parties framed following three issues:-

1. Whether there exists relationship of employee and employer between the parties?
2. As in terms of reference.

Workman in support of his case filed his affidavit. Which was tendered and workman was partly cross-examined.

His examination-in-chief and cross-examination is as follows:-

I tender my affidavit as evidence, which is Ex. WW1/A. Along with this affidavit, I rely on letters dated 13.07.1998, 11.08.1997, 12.09.1997 & 20.04.1998, claim statement filed before the conciliation officer, copy of circulars dated 25/28.05.1991 and 12.11.1997, copy of failure report submitted by the Conciliation Officer before the appropriate Government, photocopy of petty cash register from 01.05.1990 to 12.09.2005, vouchers showing engagement of the claimant from June 1990 to 12.09.2005, copy of loose sheets from 01.05.1990 to 12.09.2005 and copy of letter dated 29.06.1999, which documents are Ex. WW1/1 and Ex. WW1/179. These documents may be read in support of my affidavit.

XXX:- Ms. Kittu Bajaj, Ld. A/R for the management.

I am well aware about contents detailed in affidavit Ex. WW1/A. No appointment letter was issued in my favour by the Bank. I never made a written complaint either to the union or to senior officer when appointment letter was not issued to me. My wages were paid by the Branch Manager, though I was working as canteen boy as well as water boy. No document is over the record to show that bank ever paid wages to me for job of water boy. I was paid wages separately for the job of canteen boy by local implementation committee. As and when messenger happens to be on leave, I used to work as messenger and for that day, payment was made by the Bank in my favour. Further cross-examination is deferred for the next date.

On 29.10.2013 workman was further cross-examined and his statement of cross-examination is as follows:-

I have knowledge that for recruitment in bank. There are provisions in aforesaid for appointment of messenger cum water boy.

It is wrong to suggest that there is no such post in aforesaid rules para 3 of my affidavit is in accordance with the pleadings contents of statement of claim.

It is wrong to suggest that my evidence is beyond pleadings. I cannot say where duties of messenger-cum-water boy are mentioned. It is correct in branch of bank there is local implementation committee. It is wrong to suggest that I never worked against any regular vacancy in bank. Vol. stated daily wages in bank. It is correct that as and where a same exigencies were there I was called upon to that workman. It is correct I was paid agreed amount by bank contents of the affidavit relating to canteen boy are correct. It is correct that when took work of canteen boy from me. There was no canteen in branch of bank.

Q. Can you show any record indicating you worked in bank since 12.09.2004 to 11.09.2005 continuously?

A. There is record on file. He pointed at WW1/77, WW1/78, paper. Aforesaid bears signature of branch manager of bank.

It is wrong to suggest that it does not bear any signature of the branch manager. I have not entered in bank premises after 12.09.2005. I have knowledge that any other person I was working in bank since 12.09.2005 as casual / temporary.

I have no knowledge whether I give representation to bank for absorbing me in a panel. It is wrong to suggest that my documents are fabricated and I am deposing falsely.

Management in support its case filed affidavit of MW Sh. Virendra Singh, who tendered his affidavit on 16.07.2015. His statement of examination-in-chief is as follows:-

I tender my affidavit in my evidence as Ex. MW1/A which bears my signature at point A and B.

On 23.09.2015 MW Sh. Virendra Singh was cross-examined and his statement of cross-examination is as follows:-

It is correct that workman was canteen boy but he was appointed by local implementation committee not by bank.

Head of aforesaid committee is the Branch Manager of the Branch of the Bank.

Aforesaid committee is controlled by secretary of the aforesaid committee. .

Secretary is a person out of clerical staff. Who is elected by employees. Canteen works within premises of branch of bank.

Q1. Whether the canteen boy working in the canteen were working under the control and supervision of the branch manager?

A. As per the direction of all staff canteen boy works but not under supervision of Branch manager of the branch.

Q2. Whether canteen boy can work in canteen without permission of branch manager of the bank?

A. Canteen boy cannot work with the permission /consent of Branch manager of Bank.

Q3. whether so many canteen boy have been appointed in regular side by bank?

A. Whenever circular issued in this respect that canteen boy were appointed in regular side by bank.

I am deposing on the basis of record of the bank.

As branch has been closed in 2005, so I could not examine the record of the branch.

Documents annexed with the statement of claim by workman and filed by workman are genuine and payments have already been made to workman by bank.

There was no attendance register of canteen boy in the branch of bank because such register is maintained for permanent staff.

It is wrong to suggest that workman has worked in the branch of the bank under the direction and supervision of the branch manager for sixteen years.

Statement of claim of workman.

It is wrong to suggest that I am deposing falsely.

On 26.5.2016 workman filed written arguments. Contents of written arguments are as follows:-

1 That the workman was appointed at State Bank of India, Chawri Bazar, Delhi Branch as Messenger cum Water Boy Cum General Servant cum Canteen Boy, with effect from 01.05.1990 against permanent and regular vacancy.

2 That the workman has been performing all the duties of Messenger cum Water Boy Cum General Servant cum Canteen Boy from 9.00 a.m. to 6.00 p.m. The workman was cleaning the counters. The workman has also been cleaning the office. The workman has also been attending as Messenger / Peon, the officials and counter staff of the branch. The workman has also been bringing water and filling water tank and serving water to the staff and customer of the bank. The workman was also serving tea to the staff and branch Manager / officials. The workman was also attending outdoor duties of the bank assigned to him frequently.

3 That in fact the workman was working as messenger in the bank but for malafide reasons and with a view to deprive his regular wages the workman was shown as canteen boy which act of the bank was illegal and amounts to unfair labour practice.

4 The bank has been paying meager wages much below to the minimum wages under the Minimum Wages Act. To avoid regularization of the workman, they were compensating the workman by payment through vouchers as an employee of the bank but still he was paid starving wages by the bank.

5 That in fact workman was kept as temporary employee of the bank on starving wages for the last 15 years which act of the bank amounted to unfair labour practice.

6 That the workman had worked from 01.09.1990 to 11.09.2005 in State Bank of India continuously without break. He had worked for more than 240 days in each year from May 1990 to September 2005.

7 That the workman was paid wages by State Bank of India. The workman was neither given appointment letter nor termination letter which amounts to unfair labour practice.

8 That the bank had not been paying to the workman minimum wages either in accordance with the Bipartite Settlement or in accordance with the Minimum Wages Act. Unfair, illegal and malafide means were adopted by the Branch Manager in the matter of payment of wages to the workman and as such bank was following unfair labour practice. The workman has written several letters to the bank [**Exh. WW-1/1 (Colly)**]

9 That the workman services were illegally terminated on 12.09.2005 by the bank without any written communication.

10 That the workman submitted a representation to the Controller i.e. Assistant General Manager, Region IV, State Bank of India, Delhi Zonal Office, New Delhi on 27.10.2005, against receipt but bank did not replied. (**Exh. WW-1/2 Colly**).

11 That when the workman did not receive any reply of his representation dated 27.10.2005, he made another representation to the Chief General Manager vide letter dated 09.01.2006 (**Exh. WW-1/2 Colly**).

12 That the Chief General Manager did not responded in the matter and threw the representation of the workman in waste paper basket, as he himself was a party to encourage unfair labour practice in the bank.

13 That after termination of service of the workman, the bank appointed another person and thus violated the provisions of Section 25F, 25G and 25H of the Industrial Dispute Act.

14 That having failed to receive justice from the bank. the workman was forced to raise an Industrial Dispute in the matter before the Assistant Labour Commissioner, Central New Delhi vide his letter dated 13.03.2006 (**Exh. WW-1/3 Colly**)

15 That it is proved in various awards and documents that the State Bank of India has been engaging casual ./ temporary / daily wages employee in thousands at its 10,000 offices, with a view to deprive them status of permanent employee, by showing them contractual employee or canteen workers on paper but taking more than full day's job in the bank, which is a naked unfair labour practice, being carried out by the bank . The copies of bank's circular dated 25/28.05.1991 and 12.11.1997 are (**Exh. WW-1/4 Colly**).

16 That in terms of Bipartite Settlement dated 27.10.1990 and 09.01.1991 entered between the Bank and All India State Bank of India Staff Federation, all casual employees, daily wages employee or temporary employees having worked for more than 30 days in a calendar year, were required to be empanelled according to their length of service and absorbed permanently as and when vacancies arose in future.

17 That the General Manager (operations), State Bank of India, New Delhi Local Head Office issued instructions in clarification of the above agreement to all the Zonal Offices vide their letter No. PER:1852 dated 28.05.1991, according to which all canteen employees who were also utilized at the branches for bank's work for more than 30 days in the bank in addition to their canteen duties should also be considered for permanent absorption in the bank in terms of above agreement.

18 That during the course of conciliation proceedings, the Assistant Labour Commissioner suggested the bank to resolve the issue and reinstate the workman and pay him minimum wages under the Law of Land, but the bank did not agree to the reasonable suggestion of the ALC.

19 That the conciliation proceedings ended in failure and the ALC submitted his failure report to the appropriate government vide his letter dated ALC-H2SP/7/(7)06 dated 10.08.2007 (**Exh. WW-1/5**).

20 That the Government of India, Ministry of Labour, referred the dispute to this Hon'ble Tribunal vide notification No. L-12012/136/2006-IR (B-1) dated 05.11.2007 with the following schedule: -

“Whether the action of the Management of State Bank of India in terminating the services of Shri Krishan Swaroop Sharma w.e.f. 12.09.2005, is legal, fair and justified? If not, what relief the workman concerned is entitled to and from which date?”

21 That the important documents, petty cash register from 01.05.1990 to 12.09.2005 though not provided by the bank despite the clear direction from this Hon'ble Tribunal but the workman was in possession of photocopy of petty cash register from 05.07.2003 to 25.07.2005 (**Exh. WW-1/6 Colly**) which depicts that workman has received the payments from the bank on various dates in lieu of work done by him.

22 That the documents i.e. details of daily wages paid to the workman for which workman was engaged from June 1990 to 12.09.2005 it is submitted that workman was in possession of photocopy of few records thereby showing that the workman was engaged from June 1990 to 12.09.2005 and the same were (**Exh. WW-1/7 Colly**).

23 That the documents i.e. photocopy of wage register through which the workman was paid wages from 01.05.1990 to 12.09.2005, photocopy of few records which were in possession of workman were exhibited as (**Exh. WW-1/8 Colly**).

24 That the documents i.e. photocopy of letter dated 29.06.1999 issued by the Branch Manager SBI, Chawri Bazar Delhi, addressed to Chief Manager SBI, Service Branch, New Delhi thereby authorizing the workman as peon at the branch to collect cheques from service branch was exhibited as **Exh. WW-1/9 page 190**.

25 That during the course of cross examination of Management witness i.e. DW-1 on 23.09.2015 has reviled as following:

“It is correct that workman was canteen boy but he was appointed by Local Implementation Committee not by the bank.

Head of aforesaid committee is the Branch Manager of the Branch of the Bank. Aforesaid committee is controlled by Secretary of the aforesaid committee.

Secretary is the person out of Clerical staff who is elected by employees. Canteen works within premises of the branch of the bank.

QW1. Whether the canteen boy working in the canteen were working under the supervision of the Branch Manager?

Ans. As per the direction of all staff canteen boy works but not under supervision of Branch Manager.

QW2 Whether canteen boy can work in canteen without permission of branch manager?

Ans Canteen boy cannot work with the permission / consent of Branch Manager.

QW3 Whether so many canteen boy have been appointed in regular side by the bank?

Ans. Whenever circular issued in this respect that canteen boy were appointed in regular side by bank.

I am deposing on the basis of record of the bank.

As branch has been closed in 2005, so I could not examine the record of the branch.

Documents annexed with the statement of claim by workman and filed by workman are genuine and payments have already been made to workman.

There was no attendance register of canteen boy in the branch of the bank because such register is maintained for permanent staff.

It is wrong to suggest that workman has worked in the branch of the bank under the direction and supervision of the branch manager for sixteen years. Statement of workman is false.”

From the above deposition it is crystal clear that whatever the documents, the workman has filed along with the statement of claim are true and correct. It is also admitted fact that the workman was engaged by Management as mentioned in statement of claim.

That in the similar circumstances other persons engaged by the bank were given award by this Hon'ble Tribunal in favour of those workmen. The copy of awards passed in the similar matters are enclosed as following: -

A ID No. 222/1999, award dated 08.11.2006 passed in the matter of Shri Gulab Chand Versus Regional Manager State Bank of India, New Delhi.

B ID No. 80/2001, award dated 19.02.2007 passed in the matter of Shri Mohan Singh Bedi Versus Deputy General Manager State Bank of India, New Delhi.

It is further submitted that in the case of State of Karnataka Vs. Uma Devi & Ors [2006-SCC-4-1] Hon'ble Supreme court has also directed to consider the case of those workmen who have rendered /completed 10 years or more service in the organization. The present workman was engaged by the Management in the year 1990 and has rendered more than 15 years of service with the Management as such entitled for regularization with back wages as prayed for.

Heard arguments of Ld. A/Rs for the parties and perused the pleadings and evidence of parties on record including written arguments of workman only as Ld. A/R for the management has not filed written arguments in reply although opportunity was given to her.

It was submitted from the side of the workman that he was appointed at SBI against permanent vacancy. He served the management as messenger cum Water Boy cum General Servant from 8 a.m. to 6 P.M. He was cleaning the tables and counters and he was discharging the duties of Peon also. He was handling banks records and making

purchase on the directions of the banks for which payment has been made to him. He has worked for more than 240 days in a calendar year. The work is of continuous and regular nature. He has not been paid retrenchment compensation. So there is no cession of his service. He shall be deemed to be in continuous service as retrenchment not been validity effected.

It was submitted from the side of the management that he was simply a Canteen Boy. He was engaged by Local Implementation Committee (LIC) and he performed the duties purely of Canteen. He was Canteen Boy. He was not a Messenger or Office Peon or Water Boy. Payment was made to him by the Local Implementation Committee (LIC). He worked under the supervision and control of the LIC.]

The workman has filed photocopies of petty cash register. These photocopies have been signed by the Cash Officer and the Branch Manager. These photocopies have not been denied. From perusal of the photocopies it transpires that the workman has performed duties of Peon etc. He has not acted only a Canteen Boy. He was worked continuously. He has been made payment for purchase of Torch Cell etc. The photocopy of petty cash register amply prove the fact that the workman served the management for more than 240 days continuously as office Peon, Record keeper. He has discharged miscellaneous duties.

It was submitted that the Dy. GM. SBI from the office issued directions for absorption of those workman who performed messengerial or outdoor duties, normally performed by permanent staff. Circular of memorandum RR: 11:91 dated 06.04.1991 has been mentioned therein that necessary instructions be issued to the Branch Managers of the Branches to accept the applications of such Canteen Boys after verifying the records in terms of instructions contained in the above referred circular memorandum provided that they have completed more than 30 days service as Messenger. This workman has performed duties for more than 240 days and this circular was enforced at the time.

It becomes quite obvious from B- 60 from evidence on record that one Shri Mishra has been absorbed. HE has performed duties in LIC for 49 days only. The management directed to close the dispute raised by Sh. Mishra in view of BPS agreement wherein it has been agreed that all the disputes raised by authorized persons shall stand closed in view of the terms of aforesaid settlement.

It was submitted from the side of the management that the workman did not make any application for appointment. The circular directed the management to invite applications of workman who have performed miscellaneous duties. The management should have instructed the workman to file application. There is no merit in the argument that the workman did not apply so he was not absorbed. He was working at that time so it was the duty of the management to let him know regarding the circular and ask him to apply for the post.

MW1 Sh. Virendra Singh, has stated existence of photo copies of petty cash register etc. Thus it is proved that the workman Sh. Krishan Swaroop , has worked for more than 240 days in each calendar year.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wages even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Section 25 F, G of the ID. Act are attracted. In section 25 of the ID. Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 f are not complied. In the instant case no compensation has been paid to the workman who has continuously worked for 8 years.

It was further submitted that section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000/- or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Causal and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID. Act specifies some practices as unfair labour practice . The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder.

To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as casuals . Badlis or temporary and they are continued as such for years, it will amount to unfair labour practice .

In the instant case the workman has been continued as casual and temporary for 8 years. It establishes to the court that the respondent management has committed unfair labour practice. The workman has been engaged for 8 years as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and clause 10 of the Vth Schedule of the ID. Act have been deliberately violated.

In case retrenchment compensation is not paid section 25 F of the ID. Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence.

In Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wants that such workmen should not be harassed un-necessarily so Section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID. Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation him otherwise so that he can survive song interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006(4) Scale has put down a complete ban on regularization and reinstatement . The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID. Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16 , 21, 23 , 226 & 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointment for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or public Sector units can continue incessantly to give temporary and fixed term appointment again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such a discrimination will amount to vicious discrimination. The Government of Public Sector unit will go on resorting to the method pick and choose policy and given temporary and adhoc appointments to their favorites and thus the principles of enquiry enshrined in the constitution will given a go bye. Such is not the intent of the Hon'ble Apex Court . However, in this judgment the provision of the ID. Act governing the services of the workman have not been declared un-constitutional. Reinstate is the remedy provided in the ID. Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified. It may, by its award , set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision the labour Court has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4)b Scale has not annulled section 11 A of the ID. Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the Management is not applicable in the facts and circumstances of the case.

It was further submitted that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum to back wages. In the instant case the matter involved was a case of theft of large quantity of aluminum wire. Department Enquiry was not conducted in accordance with principle of natural justice so dismissal was found bad. In such circumstances the Hon'ble Apex Court held that the order for payment of full back wages was not justified if termination is set aside. In PGI Vs. Raj Kumar (2001) 2 SCC 54 the Hon'ble Apex Court upheld the 60 % award of back wages of the Tribunal.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968- three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment. In such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39 –three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment or compensation and pay in lieu of notice.

A three Judges bench of the Hon'ble Apex Court has held in 1993-II –LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID. Act and it has not been annulled and set-aside by any judgement of the Hon'ble Apex Court. The provision of the ID Act are still constitutional and they are to be given are to the given effect too.

In such cases the workman is reinstated with back wages and the respondents have every right, after payment of back wages and reinstatement, to retrench him validity following the principles of first come last go so that section 25,g & H of the ID. Act are not violated.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID. Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wage is the normal rule. The statue provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In the instant case the workman worked from 05.02.1993 to 03.11.1995. He was eligible for permanent appointment in 1993 in view of the circular adverted to above but he was not selected. It is proved that he has worked up to 30.11.1995, so the workman has performed 240 days in most of the years in between 1993 to 1995. In such cases reinstatement in the only effective remedy. He has been contesting all along in view of the express provision of Section 11A of the ID. Act, 1947. The bank is not incurring economic loss. Gross injustice was done to this workman when he was not given permanent appointment and some other's case was considered by the then AGM.

He is a manual worker. He cannot remain idle. He must be moving for earning his livelihood and he must be doing some sort of work off and on for his subsistence. He has not disclosed the source of his income so he must be doing off and on work and in view of the law referred to above he is entitled to reinstatement with 25 % back wages.

On the basis of aforesaid discussion, I am of considered view that burden to prove following question of determination mentioned in the schedule of reference is on management.

““Whether the action of the management of State Bank of India in terminating the services of Sh. Krishan Swaroop Sharma w.e.f. 19.09.2005, is legal, fair and justified?””

Which management could not prove through its evidence.

Moreover workman through his evidence proved his employee relationship with employer management Bank and proved issue no. 1 framed on 3.05.2013 by my Ld. Predecessor. Hence Issue No. 1 is liable to be decided in favour of workman and against management. Which is accordingly decided.

In these circumstances reference is liable to be decided in favour of workman and against management which is accordingly decided and claim statement is partly allowed and workman Krishna Swaroop is reinstated with 25 % back wages. Management is directed to reinstate workman Krishan Swaroop within two months after expiry of period of available remedy against this Award.

Award is accordingly passed.

Dated:-4.08.2016

HARBANSHE KUMAR SAXENA, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1860.—ऑयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑयोगिक विवाद में केन्द्रीय सरकार औयोगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 43/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-41011/11/2008-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of North Central Railway and their workmen, received by the Central Government on 29.08.2016.

[No. L-41011/11/2008-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 43 of 2008

Between :

Sri Anil Kumar Tiwari,
Mandal Mantri,
Uttar Madhya Railway Karamchari Sangh,
119/74 Qtr No. 61,
Naseemabad,
Kanpur

And

The Divisional Railway Manager,
North Central Railway,
Allahabad

AWARD

- Central Government, MoL, New Delhi, vide notification no.L-41011/11/2008 (IR(B-1) dated 06.06.08, has referred the following dispute for adjudication to this tribunal-
- Whether the action of the management of Uttar Madhya Railway, Kanpur in not regularizing services of S/Sri Vijainder Kumar Verma, Surender Kumar and Rameshwar Singh in pay scale of Rs.3005-4590 of Asstt. Loco Pilot w.e.f.06.03.2002, is legal and justified? To what relief are the concerned workmen entitled?
- In short the case of the union is that the workers involved in the present reference are working at the post of Electric Cleaner under the opposite party. Sri Vijainder Kumar Verma was initially appointed on 28.08.82, Surender Kumar in the year 1984 and Sri Rameshwar Singh was appointed at the post of Electric Khalasi as regular and permanent employee and prior to appointment all of them were medically examined for category B-1. After medically examining for category A-1, all the workers were appointed as electric cleaner in the pay scale Rs.2550-3200. It is pleaded that all the workers were given the post of Assistant Loco Pilot (hereinafter referred to as ALP for the sake of brevity) in the pay scale of Rs.3050-4590. It is stated that despite the work of the workers remained satisfactory, the opposite party with effect from 05.01.07 posted regular ALP and these workers were given the work of shunting etc. The workers of the present case worked regularly as ALP from March 2002 in the pay scale of Rs.3050-4590. It is also stated that all the worker appeared thrice in written examination for their appointment as ALP on regular basis and declared successful.
- Therefore, it has been prayed that the workers involved in the case be regularized at the post of Assistant Loco Pilot in the pay scale Rs.3050-4590 with effect from 06.03.2002.

5. Management has not filed any written statement and opportunity to file w.s was closed by order dated 15.12.09.

6. Worker has examined themselves as Vijayender Kumar W.W.1, Surender Kumar W.W.2 and Rameshwar Singh as M.W.3.

7. Management has not given any oral evidence.

8. Workers have filed several documents along with claim statement which re paper o.4/8-35 which shall be discussed at the appropriate stage.

9. W.W.1 Sri Bijayender Kumar Verma has stated that he was appointed on 28.07.82 on the post of Box Khalasi who was medically examined for the category B-1 in 1997 and was given pay scale Rs.2550-3200 on the post of cleaner from 19.12.97, but from 06.03.02 he was being utilized at the post of Assistant Loco Pilot whose pay scale is Rs.3050-4590. He has given several applications for his regularization at the said post and appeared in the written examination in 2002, 2003 and 2005, in which he was qualified but his services were never regularized. From the orders of senior officers he was directed to work as Assistant Loco Pilot. He further claimed his regularization at the post of Asstt. Loco Pilot w.e.f. 06.03.2002 along with difference of arrears of pay and allowances.

10. Likewise W.W.2 Surender Kumar and w.w.3 Sri Rameshwar Singh also gave the same statement but none of them was crossed by the management and the opportunity to cross examine the witness was closed.

11. I have heard the argument for the parties at length and have perused the record carefully.

12. It is admitted to the parties that the order cancelling earlier examination held on 09.07.05 was challenged before CAT, Allahabad which was decided holding that while the impugned order relating to re-examination is not cancelled; impugned order cancelling earlier examination held on 09.07.05 is quashed and set aside. Respondents shall analyze the results of both the examination held and prepare the final results and subject to other candidates for promotion being satisfied, they may consider such successful candidate for promotion to the post of Assistant Loco Pilot, against which Union of India preferred writ A.No.15088 of 11 which was dismissed with certain observations, wherein it has been superficially mentioned that so far selection held in the year 2002 ad 2003 are concerned respondent no.2-8 were not successful and therefore, they were not promoted as Assistant Loco Pilot.

13. Thus it is clear from the observation of the Hon'ble High Court, Allahabad, that worker involved in this case were admittedly not successful in the examination conducted in 2002-2003 and for the examination conducted in the year 2005 management was directed by the CAT to analyze the results of examination and prepare final results subject to the condition for promotion being satisfied and may consider such successful candidate for promotion to the post of Assistant Loco Pilot as observed by the Hon'ble High Court that if a candidate is found ineligible for whatever the reasons it may be being over age on the relevant date or ineligible in accordance with the rules, then such person will not be entitled for promotion because of the order of the Tribunal or this Court. All qualified eligible candidates may be given appointment.

14. From the above discussion it is evident that workers were not successful in the examination conducted in the year 2002 and 2003 and their eligibility for promotion on the basis of examination conducted in 2005 has to be considered by administration as directed by the Tribunal and High Court.

15. It is also very clear that the post of Assistant Loco Pilot is promotional post and for promotion a candidate has to be successful in the examination conducted for the post and simply remaining on the post of cleaner and given duty as Assistant Loco Pilot does not create any right or obligation to the management to make promotions to the cleaners to the post of Assistant Loco Pilot as happened in the present case.

16. Although workers have filed copy of result of written examination held on 26.04.2003 and copy of written examination held on 24.08.02 which are paper no.4/24-26 and on the basis of this result workers were called for Psy. Test, but as already held by the Hon'ble High Court that respondent no. 2 – 8 were not successful for the examination held on 2002-2003 and therefore, workers cannot claim promotion on the basis of these examination held in 2002-2003.

17. Therefore, considering the above facts and circumstances workers are not entitled for regularization in the pay scale of Rs.3050-4590 of Assistant Loco Pilot w.e.f. 06.03.2002.

18. Reference is therefore, answered against the workers and in favor of management.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 88/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/37/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1861.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bikaner and Jaipur and their workmen, received by the Central Government on 29.08.2016.

[No. L-12011/37/2012-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present : Sri Shubhendra Kumar, HJS

Industrial Dispute No. 88 of 2012

Between :

The General Secretary,
State Bank of Bikaner & Jaipur Staff Association,
58/45 Birhana Road,
Kanpur.

And

The Branch Manager,
State Bank of Bikaner & Jaipur,
Shahganj Branch,
Agra.

AWARD

- Central Government, MoL, New Delhi, vide notification no.L-12011/37/2012/IR(B-1) dated 28.09.2012, has referred the following dispute for adjudication-
- Whether the action of the management of State Bank of Bikaner & Jaipur in reducing one increment from the pay of Sri R K Jaitly, Special Assistant posted at Shahganj Branch, Agra on eve of superannuation without affording opportunity to be heard is legal and justified? To what relief the workman is entitled?
- It is unnecessary to detail the facts of the case as on 25.09.2014, applicant Dy. Sectt. (Legal) of the union raising the present dispute has moved an application that it do not intend to press the above case before this tribunal.
- In view of above, the present reference is decided as not pressed. It is also held that the union or the workman is not entitled for any relief pursuant to the present reference.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1862.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 03/08) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-41012/134/2007-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/08) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of North Central Railway and their workmen, received by the Central Government on 29.08.2016.

[No. L-41012/134/2007-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 03/08

Between :

Sri Arvind Yadav,
Son of Sri Balram Yadav,
r/o Azad Nagar,
Jhansi.

And

The Divisional Railway Manager,
North Central Railway,
Jhansi Division,
Jhansi.

AWARD

1. Central Government, MoL, New Delhi, vide notification no.L-41012/134/2007-IR(B-I) dated 05.12.2007, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of management i.e. General Manager North Central Railway, Allahabad/DRM North Central Railway, Jhansi, in terminating the service of Sri Arvind Yadav son of Sri Balram Yadav, Bungalow Peon w. e. f. 11.07.06, vide their order dated 11.07.06, is just fair and legal? If not, to what relief the workman concerned is entitled to?

3. It is common ground that the workman Sri Arvind Yadav, in terms of letter no.P-329/02/Bungalow Peon/EO (NP) dated 06.09.05, was given appointment at the post of Bungalow peon grade 2550-3200, after being declared medically fit and he joined the post on the same day i.e. on 06.09.05 under the Senior DEN(North) DRM Jhansi. The services of the workman stood terminated with effect from 11.07.06, with immediate effect, on the ground that there is a complaint against him that he is negligent in his work ad is remaining absent unauthorzidly from duty. It is also mentioned in the termination order that the appointment of the workman was essentially temporary. The letter by means of which worker was terminated on 11.07.06 is paper no.8/13.

4. In the above back ground it is pertinent to mention here that the worker in his statement of claim has stated that he remained in the employment of the opposite party continuously during the period 06.09.05 to 11.07.06; during the period of his employment his work and conduct remained out standing and he never gave any room for complaint to his superior; he hs completed more than 240 days of continuous service preceding 12 months from the date of termination of his service still he was neither offered any notice, notice pay or retrenchment compensation, therefore termination of his service is in breach of provisions of section 25F of I.D. Act. As such he is entitled for his reinstatement in service with full back wages, continuity of service and with all consequential benefits.

5. Contrary to the claim of the worker, it s the case of the management that after being declared medically fit he was given appointment purely on temporary basis at the post of Bungalow peon under Sr. DEN (North) Jhansi and he joined there on 06.09.05 as substitute bungalow peon and it was also made clear in the appointment order that his post was purely temporary and was under probation. It is alleged that his character integrity were doubtful and concerned officer had made his complaint and he was also punished and was given warning several times. It is admitted that he remained in service as substitute bungalow peon for 06.09.05 to 11.07.06 and his services were never satisfactory and he remained absent without permission and did not work according to order of his superiors in terms of appointment orders therefore, his services were terminated vide order dated 11.07.06.

6. Worker has filed his evidence on affidavit and has also filed paper no. 8/7-13 with his affidavit.

7. Worker was not cross examined.
8. On the other hand the management has neither filed any paper nor adduced any evidence.
9. None of the parties appeared in the case for arguments therefore award is given on the basis of available documents on file. Although worker has given his evidence on affidavit but he has failed to contradict the averment made by the opposite party in their reply that his services were purely temporary and he was appointed on probation as substitute bungalow peon. It is also not denied by the worker that he was punished and warned several times and his character and integrity remained doubtful during his service period. He has also not denied that he remained absent without information / permission from 17.04.06 to 11.07.06, as it also find place in his termination order. It also mentioned in the termination order that his services is purely temporary and he can be terminated without any notice on the complaint of concerned officer.
10. As he remained absent from 17.04.06 till 11.07.06 this period will not be reckoned in continuing days of service to mean that he had completed 240 days of service with the date of appointment and the date of termination as he joined on 06.09.05 and on continuing his number of working days till 16.04.06, his number of working days will not be 240 days of service therefore, provision of section 25F of the Act will not attract in the case of the worker.
11. From the above discussions, it appears that worker was given appointment purely on temporary basis as substitute bungalow peon ad on receiving complaint from concerned officer he was punished and warned several times, and thereafter, on 17.04.06 he was removed from the service on the ground of unsatisfactory service as well as he was found negligent in performing his duties. Therefore termination orders dated 11.07.06 passed against the workman appears to be just fair and legal and there is no justification in interfering in his termination order.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1863.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 142/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-41011/48/2013-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 142/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of N.E. Railway and their workmen, received by the Central Government on 29.08.2016.

[No. L-41011/48/2013-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present : Sri Shubhendra Kumar, HJS

Industrial Dispute No. 142/2013

Between :

Sri Gauri Shanker Ram son of Sri Ram Chander Ram,
Village Amdaur,
Post Chhata,
District Ballia U.P.

And

The General Manager,
N. E. Railway,
Gorakhpur

AWARD

1. Central Government, MoL, New Delhi, vide notification no.L-41011/48/2013-IR(B1) dated 09.12.2013, has referred the following dispute for adjudication to this tribunal-
2. Whether the action of the management of NE Railway in not giving opportunity for screening to Sri Gauri Shanker Ram son of Sri Ram Chander Ram is legal and justified? To what relief the concerned workman is entitled for and to what extent?
3. In the instant case after receipt of the reference from MoL, New Delhi, notices were sent to the parties. On behalf of opposite party their authorized representative filed its authority in the case, but neither the workman appeared in the case nor filed his statement of claim. However another notice to the workman was again sent by the office of the tribunal fixing 22.12.2014, for filing claim statement by the workman, but yet again he did not file his claim statement nor appeared before the tribunal. Therefore, it is amply clear that the workman is not interested to contest the reference.
4. As such under the facts and circumstances of the case the reference is liable to be answered against the workman for want of pleading and proof.
5. Reference is answered accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 29 अगस्त, 2016

का.आ. 1864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 01/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2016 को प्राप्त हुआ था।

[सं. एल-41012/56/2011-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 29th August, 2016

S.O. 1864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of North Central Railway and their workmen, received by the Central Government on 29.08.2016.

[No. L-41012/56/2011-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 01/2012

Between :

Sri Chandrika Prasad Chaurasia,
C/o Sri Lalta Prasad Bajpai,
118/6, Shastri Nagar,
Kanpur

And

The Divisional Railway Manager,
North Central Railway,
Allahabad

AWARD

1. Central Government, MoL, New Delhi, vide notification no.L-41012/56/2011-IR(B-1) dated 29.12.11, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of North Central Railway, in terminating the services of Sri Chandrika Prasad Chaurasia son of Sri Nand Lal Chaurasia w.e.f. 23.11.06 is legal & Justified? To what relief the workman is entitled?

3. The case of the worker is that he was appointed on 24.09.94 as Senior Halwai in canteen GMC Juhi Yard. He also stated that an application was moved by him for his appointment and on the basis of his application, he was interviewed and medical was also done by the railway doctor. It is also stated that the canteen was the Railway Employees and the earning of the canteen was deposited with office clerk Mr Har Charan Singh. The worker stated that he has worked from 24.09.94 to 23.11.06 continuously and his services were terminated without any orders in writing in breach of section 25F of the Act. On 23.11.06, ADRM, Sri Ravindra Kumar Gupta seized the canteen with the help of RPF Inspector Sri R K Mishra and also terminated the service of the worker without any charge sheet and domestic inquiry.

4. On the basis of above allegations the worker has prayed that he be directed to be reinstated in the service with back wages etc.

5. The opposite party filed their reply vehemently denying all the allegations of the worker. It is alleged by the opposite party that the worker was never appointed by the management nor any application was invited from the worker for the post of halwai and no he was interviewed at any point of time by the railway administration, hence there is no question of inviting any application nor he was interviewed for any post by the railway administration. In fact the said canteen was not run by the railway administration but, the said canteen was for the railway staff and run by the union. As the worker was never appointed, therefore, question of making payment of wages to him through vouchers by the office of Chief Area Manager or by the Area Operating Manager does not arise. There is certain procedure for recruitment in the railway department and without following the same no person can be appointed. As the canteen was run illegally hence the same was seized. The worker has filed the case against the railway without any sufficient cause, hence the case of the worker is liable to be rejected.

6. The worker vide application no.18.04.2012 has filed 26 documents which are in the nature of photocopies. Worker has not tried to summon the original of the documents from the management.

7. In the present case the opportunity to lead evidence by the management was closed vide order dated 22.05.2015.

8. Worker has examined himself as w.w.1 and has stated in his examination in chief that he was posted at the post of Canteen Halwai on 24.09.94 in Area Control Office Kanpur. He worked continuously till 23.11.06 when he was removed without any notice from the service. He was interviewed at the time of his appointment and that the sale amount of the canteen was deposited under opposite party and also that he received wages from the opposite party.

9. In his cross examination he stated that he had filed a case for regularization which was dismissed in default. It is stated by the witness that a case was before CGIT Lucknow regarding his regularization. He denied the suggestion that the said case was decided on merit. At this stage cross of the worker was deferred.

10. In his cross examination on 07.01.14, he has admitted that the neither the department had advertised the post nor his name was called from employment exchange. The person who was running the canteen had kept me. He goes on to state that it is not correct that the canteen was not of railway department. It is also wrong to suggest that the canteen was being run by the members of railway union. Area Operating Manager used to make payment of salary to him. It is also wrong to suggest that the department had not appointed him and he was appointed through union. He admitted that he was not given any salary slip. It is wrong to suggest that there is no post of senior halwai under the opposite party.

11. I have heard the arguments of the parties at length and have carefully perused the whole records of the case.

12. It may be pointed out here that the worker has filed photocopies of the documents and neither in his statement nor in his evidence, he has not whispered any thing about the genuineness of the documents and nor has summoned the original of these documents from the management. It is settled law that document in the shape of photocopy cannot be read in evidence, therefore, the photocopy of the documents is of no help to the worker.

13. In his pleadings the worker has stated that he was appointed on 26.09.94 and worked continuously till 22.01.06 and he was removed from service by the railway on 23.01.06, but he has not filed any appointment letter issued by the opposite party appointing him as senior halwai. He has also not filed any salary slip, he has also not filed any documents which may depict that he was interviewed and medically examined by the railway doctor before his appointment.

14. From certain documents filed by him it reveals that he was issued an identity card by the union of railway employees showing him to be the member of the union. Certain documents have also been filed by the worker which reveals that he was paid some amount of wages but from these documents it is not at all clear as by whom the amount was paid to the worker.

15. As such from the evidence of the worker as well as own documents of the worker like identity cards issued from time to time by the union the worker cannot be deemed to be appointed by the opposite party or he was paid any salary by the opposite party.

16. From the above discussions, it is concluded that when there was no relationship of employer and employee between the opposite party and the worker, provision of section 25F of the Act is not applicable in the case of the worker.

17. Worker has miserably failed to establish that he was ever appointed by the opposite party by order in writing and that he was paid salary at any point of time by the opposite party, therefore, having no relationship of employer and employee between the railway and the worker, action of the railway under reference cannot be held to be illegal.

18. Accordingly worker is not entitled for any relief and his claim is liable to be rejected and is hereby rejected.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 30 अगस्त, 2016

का.आ. 1865.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डब्ल्यूसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 41/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.08.2016 को प्राप्त हुआ था।

[सं. एल-22012/48/1998-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th August, 2016

S.O. 1865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of WCL and their workmen, received by the Central Government on 30.08.2016.

[No. L-22012/48/1998-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/41/99

Shri Kishori S/o Somlal,
Ex-Worker of Ghorawari colliery,
Village Nandora,
At & PO Kamua,
Distt. Damua

...Workman

Versus

Manager, WCL,
Ghorawari colliery of WCL,
PO Ghorawari,
Distt. Chhindwara (MP)

...Management

AWARD

Passed on this 11th day of July 2016

1. As per letter dated 24-29/12/98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/48/98/IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Ghorawari Colliery of WCL, Distt. Chhindwara in dismissing the services of Shri Kishori S/o Somlal, Casual workman w.e.f. 21-6-96 is justified? If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. 1st party submitted statement of claim. The case of 1st party workman is that he was working with 2nd party from 24-3-89 to 21-8-96 for 11 1/2 years. Chargesheet was issued to him on 8-12-02 pertaining to unauthorized absence. Workman submits he was receiving treatment in Government Hospital about his illness. He had given intimation of his illness to the management. Management did not provide him any conveyance facility for going to Hospital. After 3 1/2 years, he had received letter of dismissal from service. The enquiry was conducted ex parte. He was not allowed opportunity for his defence. Enquiry was not properly conducted. Deliberately chargesheet is issued to him about unauthorized absence. He had submitted application regarding his illness but its acknowledgement was not given to him. That he belongs to SC. His mother, wife and children are depending on him, his family is facing hardship. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement opposing claim of workman. 2nd party submits that workman was engaged as casual worker, he was habitual absentee. Workman was unauthorized absent from duty without intimation or sanctioned leave. The absenteeism causes loss of production and administrative inconvenience to the management. Chargesheet was issued to 1st party on 8-12-92 for his unauthorized absence from 16-8-92. Reply submitted to the chargesheet by workman was found unsatisfactory. Shri N.S.Thakur was appointed as Enquiry Officer. Enquiry was held on 13-7-93, 19-7-93. Enquiry Officer adjourned enquiry on the request of the workman. Principles of natural justice were followed. As workman remained absent, even after receiving intimation of enquiry, enquiry was conducted ex parte. Evidence of management's representative was recorded. The documents produced by Management Representative were admitted in enquiry 2nd party denies that workman was suffering from any decease and receiving medical treatment in colliery hospital. Workman had not given intimation about his absence. The charges against workman are proved. Considering proved charges of absenteeism, punishment of dismissal imposed against workman is legal and proper. 2nd party prays reference be answered in its favour.

4. Enquiry conducted against workman was found legal as per order dated 2-3-2015.

5. Considering pleadings between parties and finding on enquiry, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings?	In Affirmative
(ii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order

REASONS

6. Enquiry conducted against workman is found legal. Management's Representative Shri N.S.Thakur in his statement at Page 5 of the Enquiry Proceedings has stated that 1st party workman was absent from duty during the period 6-8-92 to 8-12-92. Workman had not given intimation about his absence. He had not submitted application for leave. Workman had not received any treatment for his sickness. Workman was received several warnings as per Exhibit 4 to 14 in the Enquiry Proceedings. The details of his attendance are stated by the Management Representative, in 1989- 84 days, in 1990- 96 days, in 1991- 114 days, in 1992- 88 days as per Exhibit 15 to 8 in the Enquiry Proceedings. The statement of Presenting Officer remained unchallenged. Workman failed to cross-examine the witness. From unchallenged evidence of management's representative, charge of unauthorized absence against workman is proved. For above reasons, I record my finding in Point No.1 in Affirmative.

7. Point No.2- The charge of unauthorized absence against workman pertains to period 16-8-92 to 8-12-92 about 4 months period. The punishment of dismissal imposed against workman for proved charge of unauthorized absence less than 4 months appears disproportionate. The length of service of workman was not considered while imposing punishment of dismissal against him. In my considered view, punishment of dismissal deserves to be modified to compulsory retirement. Accordingly I record my finding in Point No.2.

8. In the result, award is passed as under:-

- (1) The action of the management is not proper and legal.
- (2) Punishment of dismissal of workman Shri Kishori S/o Somlal is modified to compulsory retirement.

Management is directed to give retirement benefits as per rules to workman within 2 months from the date of publication of award.

R. B. PATLE, Presiding Officer

नई दिल्ली, 30 अगस्त, 2016

का.आ. 1866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एसईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 125/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.08.2016 को प्राप्त हुआ था।

[सं. एल-22012/223/2002-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th August, 2016

S.O. 1866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 125/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of South Eastern Coalfields Limited and their workmen, received by the Central Government on 30.08.2016.

[No. L-22012/223/2002-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/125/2003

The President,
Bhartiya Koyla Khadan Mazdoor Sangh (BMS),
Johilla Area of SECL,
PO Nowrozabad,
Distt. Umaria (MP)

... Workman/Union

Versus

Sub Area Manager,
South Eastern Coalfields Limited,
Umaria Sub Area of SECL,
PO Umaria,
Distt. Umaria (MP)

...Management

AWARD

Passed on this 21st day of July 2016

1. As per letter dated 11-7-03 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/223/2002-IR(CM-II). The dispute under reference relates to:

“Whether the demand of Shri Sheikh Qurban, Clerk Grade III represented through Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) to regularize him as Clerk Grade III w.e.f. 1-1-1996 is legal and justified? If so, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 7/1 to 7/4. Case of Ist party workman is that he was appointed on compassionate ground basis. At the time of his appointment, there were rules that the dependents having passed degree were to be appointed directly on the post of clerk. However when his appointment was made, restriction of said rule was imposed. He was appointed as General Mazdoor Cat-I instead of clerk. Whenever there was requirement of clerk typist, management had held competitive examination. Workman participated in competition exam, he was interviewed and passed the examination. Ist party was then engaged as clerk trainee from 13th December 94 to 1st June 99. His appointment was on probation of one year. On 3-12-93, he was appointed as dependent in place of his father. He passed MA M.com and typing exam. Management

was assuring him for absorbing him as clerk. He was assured to submit proposal to Head Office, Bilaspur. However such proposal was not sent. Vikas Dwivedi and Shyamli Sen appointed as General Mazdoor Category I. Their proposal was submitted to Head Office and both of them were appointed as clerk.

3. Ist party further submits that though he was giving assurance of sending proposal for post of clerk at the earliest, such proposal was not sent to Head Office for 6 years. He was doing clerical work though his appointment was of General Mazdoor. After his proposal for clerk was sent to Head office along with two others, workman was appointed as clerk. Other persons were not of category of land oustee. Ist party submits that management by not sending his proposal for post of clerk caused injustice to them. That better appointment of Ist party as clerk, 3 employees working as General Mazdoor Category were absorbed as clerk and presently working as Clerk Grade II. Ist party has further reiterated that if he would have been appointed as clerk Grade III sending proposal earlier. He would have been promoted to the post of clerk Grade II in the year 1999. The typing exam was held in 1994. 7 employees had participated in said exam. Ist party was appointed on probation one year. However he was not regularized till 999. His promotion to the post of clerk Grade II was affected. On such ground, Ist party prays for his regularization/ post of clerk Grade III from 1-1-96 and promotion to the post of clerk Grade II from 1999 with consequential benefits and seniority.

4. 2nd party filed Written Statement opposing claim of Ist party. 2nd party submits that Ist party is claiming regularization on the post of clerk Grade III from 1-1-96. The dispute is raised in the year 2003 is not tenable. Shri Sheikh Sulaiman was employed by the management of SECL. As per provisions of NCWA the employment should be provided to one dependent of workers disabled permanently and those met with death while in service. as per provisions of NCWA, the workman was appointed as per order dated 3-12-93. He was provided vocational training of 18 days dependent employment is provided in lowest category. Accordingly Ist party was appointed as General Mazdoor Cat-I. He accepted said offer with open eyes and completed vocational training. Educated workers working in General Mazdoor Cat-I is given an opportunity for being selected to the post of Clerk Grade III and when vacancy arose. Applications are invited from deserving candidates. The company after following selection process for the post of Clerk Grade III through Selection Committee. The successful candidates are kept as trainee. On completion of training, such candidates are offered post of clerk Grade III, Ist party was selected for the post of clerk Grade III and order was issued on 13-12-94 with terms and conditions specified therein. Employees who were offered training to the post of clerk were invited by selection committee on 30-3-99. The name of workman appeared at Sl.No.17. As per recommendations of Selection Committee, the daily rated workers of Johilla Area have been regularized in the post of Grade III in the pay scale of Rs.1826-60-2666 vide order dated 31-5-99. Ist party alongwith other eligible candidates are regularized to the post of Clerk Grade III vide order dated 1-6-99. Claim of Ist party not regularizing him to the post of Clerk Grade III since initial appointment is not proper.

5. 2nd party denies that the educated dependent are directly appointed to the post of Clerk Grade III, no such procedure was in existence at the time of appointment of the workman. Workman could not claim direct appointment to the post of Clerk Grade III. He accepted officer of appointment to the post of General Mazdoor Category I without any objection. On completion of successful training, he was requested to the post of Clerk Grade III. The dependent employment is given on compassionate ground w.r.t. requirement of manpower. Ist party was appointed on compassionate ground. He has no right to claim particular post. 2nd party submits that Ist party has made imaginary averments without giving particulars of the appointment of those persons appointed to the post of Clerk Grade III. Workman cannot compare him with other employees. His service particulars are different. Ist party has been placed permanently, no injustice is caused to him. On such ground, 2nd party submits that workman is not entitled to any claim.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of Shri Sheikh Qurban, Clerk Grade III represented through Rashtriya Koya Khadan Mazdoor Sangh (INTUC) to regularize him as Clerk Grade III w.e.f. 1-1-1996 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	Ist party workman is not entitled to any relief.

REASONS

7. The term of reference pertains to demand of Union for regularizing workman as clerk Grade III from 1-1-1996. Claim of Ist party is opposed by management. Ist party filed affidavit of his evidence supporting his contentions in statement of claim. In his cross-examination, Ist party says he was appointed on compassionate ground. Besides him, 3

other persons were appointed in the category of land oustee. The proposal of those persons are submitted 4 months prior to his appointment. He admits that he was appointed as dependent as per rules. Ist party explained that his eye sight was impaired and he should have been appointed as clerk. In his further cross-examination, Ist party says he has not produced documents about medical examination.

8. Management's witness Shri Thulasidhara Kurup filed affidavit of his evidence supporting contentions in Written Statement filed by management that Ist party was appointed as dependent as per order dated 3-12-93. He was given training. Ist party was appointed as General Mazdoor Category I. he was selected to the post of Clerk Grade III. Therefore the letter of offer was issued to him on 13-12-94 with the specific terms and conditions of Selection Committee, daily rated workers have been regularized to the post of Clerk Grade III. The services of workman with other eligible candidates are regularized as clerk Grade III from 1-6-99. In his cross-examination, management's witness says Ist party was appointed on compassionate ground on 3-12-93, he denies that there was rule that the dependents holding degree qualification were directly appointed to the post of clerk. He denies that Shri Vikas Dwivedi and Shyamli Sen were directly appointed as clerk. Management's witness admits that after initial appointment of Ist party, he was given training from 1-1-1995. Management had assured workman for submitting his proposal for post of clerk. He claims ignorance whether workman had submitted repeated representation for submitting his proposal for post of clerk. Management's witness admits that the proposal of Ist party for post of clerk was not submitted for six years. The documents produced by management Exhibit M-1 is order of appointment of Ist party as General Mazdoor Category I. M-2 is office order dated 27-12-93 pertaining to dependent employment and completion of 18 days training by Ist party. M-3 is order dated 13-12-94 Ist party was placed in the post of clerk Trainee Category I. order was made effective from 1-1-1985 on probation of one year. The probation was liable to be extended for six months. M-4 is notice dated 30-3-99 calling eligible candidates for interview for post of clerk, the name of Ist party is appearing at Sl.No.17. M-5 is office order dated 31-5-99. Ist party along with others were regularized as Clerk Grade III. M-6 is order dated 1-6-99 whereby Ist party was regularized in the post of Clerk Grade III. Ist party has not produced copy of any rule that at the time of Ist appointment, the dependents holding the degree qualification were directly appointed to the post of clerk. Therefore the claim of Ist party workman is not established. For above reasons, I record my finding in Point No.1 in Negative.

9. In the result, award is passed as under:-

- (1) The demand of Union is not legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 30 अगस्त, 2016

का.आ. 1867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एसईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 87/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.08.2016 को प्राप्त हुआ था।

[सं. एल-22012/85/2012-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th August, 2016

S.O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Sohagpur Area of SECL and their workmen, received by the Central Government on 30.08.2016.

[No. L-22012/85/2012-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/87/12

The Secretary,
Janta Mazdoor Sangh (HMS),

B/6, Store Complex,
Amradandi, Amlai,
Distt. Shahdol (MP)

... Workman/Union

Versus

General Manager,
Sohagpur Area of SECL,
Distt. Shahdol (MP)

Sub Area Manager,
Sharda OCP of SECL,
PO Amlai OPM,
Distt. Shahdol (MP)

... Management

AWARD

Passed on this 14th day of July 2016

1. As per letter dated 25-7-12 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/85/2012-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of the Sohagpur Area of SECL in retiring Shri D.K.Singh, Sr.Overman w.e.f. 31-12-2011 on the basis of wrong entry of date of birth 1-1-1952 instead of 10-1-1952 is legal and justified? To what relief the claimant is entitled for and from what date?”

2. After receiving reference, notices were issued to the parties. 1st party workman failed to appear in the reference proceeding. He is proceeded ex parte on 19-10-2015.

3. 2nd party filed ex parte Written Statement and affidavit of evidence that the workman Shri D.K.Singh was appointed on 25-10-82. That under provisions of Mines Act, certain statutory Registers are required to be maintained. As per discussion in JBCCI, II No.37 was modified by II No.76. as the date of workman is 10-1-1952 as per Form B Register- on 25-7-91, DP was conducted for post of Sr.overman. workman was issued retirement notice on 1-7-2011, date of retirement was 1-1-12. The service excerpts of employees were circulated to him, any objection was not received by the workman. 2nd party submits that date of retirement of workman is correct. The retirement of workman is legal.

4. Affidavit of evidence filed by witness Shri Pawan Deep Tirkey supporting contentions in ex parte Written Statement filed by management of 2nd party. Workman has failed to appear, no statement is filed, therefore dispute under reference could not be decided on merit. Consequently No Dispute Award is passed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 30 अगस्त, 2016

का.आ. 1868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एसईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 56/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.08.2016 को प्राप्त हुआ था।

[सं. एल-22012/14/2008-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th August, 2016

S.O. 1868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/08) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Jamuna & Kotma Area of SECL and their workmen, received by the Central Government on 30.08.2016.

[No. L-22012/14/2008-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/56/08

Shri Ram Lakhan Singh,
DSB-10, PO Jamuna Colliery,
Annupur (MP)

...Workman

Versus

Chief General Manager,
Jamuna & Kotma Area of SECL,
PO Jamuna,
Annupur (MP)

...Management

AWARD

Passed on this 25th day of July, 2016

1. As per letter dated 1-4-08 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/14/2008/IR(CM-II). The dispute under reference relates to:

"Whether the action of the management of M/S SECL in dismissing Shri Ram Lakhan Singh w.e.f. 11-8-05 is legal and justified? If not to what relief is the workman entitled?"

2. After receiving reference, notices were issued to the parites. Ist party workman submitted statement of claim at Page 2/1 to 2/4. Case of Ist party workman is that he was working as Foreman Incharge (Electrical) in establishment of 2nd party at Jamuna underground mines. On complaint dated 5-4-05 lodged by one Rambahadur, Assistant Security Inspector. Charge sheet dated 4-4-05 was issued by the Sub-Area Manager, Jamuna Bhoomighat Upkshetra and was served on workman. The allegation in charge sheet were that workman occupied and used company's land unauthorisely tantamounting to misconduct as per clause 26.14 of the standing orders. That copy of complaint dated 5-4-05 was not supplied to him before commencement of enquiry. That as per certified standing order of SECL, management is required to give minimum 72 hours to delinquent giving reply to the charge sheet. Ist party workman submits that inspite of his repeated demands during course of enquiry, copy of charge sheet was given to him on 1-7-05 without statement of allegations and list of witnesses and documents. On 4-7-05, Ist party workman raised objection that he was not given advance copy of charge sheet and complaint dated 5-4-05 resulting in serious prejudice to him. Without those documents, he was unable to prepare reply to charge sheet. It was brought to notice of workman during enquiry that the land belongs to SECL, workman unauthorisely raised construction and running printing press in residential area of SECL. Workman had contented that he never raised unauthorized construction in premises of the company. He was not running shop in premises of the company. He clarified that his son purchased Plot No. 639 at JUamuna from Deepak Kundedkar Kharsa No. 639 officially registered in name of one Pyare. Workman produced certified copy of Khasra, Bank loan papers, copy of agreement between his son and Kundedkar. He also produced copy of Registration letter to small scale industrial department, sales tax, electricity bill to show that his son was not dependent on him and purchased said shop personally. That he was not involved in raising any construction in Khasra No. 639. That during enquiry, Ist party workman submitted that one Sr. Security Officer Mr. Gill got annoyed from him because Mr. Gill thought that at thebehest of workman a police complaint was lodged by one lady against him and Shri Gill directed ASI to lodge a complaint against the workman regarding unauthorized occupation of company's land.

3. That charge sheet is ill founded, preconceived and ill motivated. That it was the reason that departmental enquiry was held in a slip shod manner without providing due opportunity of defence to the workman. Security Officer in his cross-examination admitted that on his instruction, complainant lodged a complaint dated 4-5-05 against the workman.

4. Ist party further submits that on completion of departmental enquiry, show-cause dated 29-7-05 was served on workman by the management. He was not competent to issue show-cause notice as he was below rank of Appointing Authority. Workman was appointed by Foreman Incharge(Electrical) . charge sheet was also served by 2nd party No.2 he was not competent to issue dhte charge sheet. Ist party workman filed reply to show-cause notice. Without considering his reply in proper prospective, instructions without considering his intended service record, punishment of removal from service was imposed as per order dated 11-8-05. Ist party workman further contends that as per law, the authority concerned ought to have again issued show-cause notice discussing his intention as to how he may not be removed from service. Instead of issuing 2nd show-cause notice, order of removal from service was straightly issued. Ist party challenged said order preferring appeal. No decision is taken on his appeal by management. It is still pending. Findings of Enquiry Officer are perverse. His defence in Enquiry Proceeding is not considered in proper prospective.

Enquiry suffers from arbitrariness and conducted in violation of principles of natural justice. Ist party further submits that as per his knowledge, 2000 shops or construction is there in the residential premises where the management has alleged that the workman raised the illegal construction and was running the shop in the name of Offset Press. That management has singled out him while issuing the charge sheet. Ist party alleged malafide on part of 2nd party and action is arbitrary subjecting him to harassment as he guided the lady for taking the action against Mr. Gill. That findings of Enquiry Officer are incorrect. The findings are based on circumstances that Ist party workman was supporting his son for running the shops. That the punishment imposed against him without considering his past record, without issuing 2nd show-cause notice is illegal. That presently Ist party workman has attained age of superannuation, he is not in gainful employment. On such contentions, Ist party workman prays for his reinstatement with backwages.

5. 2nd party filed Written Statement at Page 3/1 to 3/7 opposing claim of workman. 2nd party submits that Ist party was working as Foreman Incharge (Electrical) and posted at Jamuna underground mine. He was allotted quarter at Jamuna township owned by SECL. There is no commercial townships where shops are functioning. No commercial activities are permitted to carry out in the residential area. That Late Rambahadur Assistant Sub Inspector had submitted complaint dated 5-4-05 alleging that delinquent workman on 4-4-05 around 3 PM found unauthorized construction made by Ist party workman and running stationary shop, off set Printing shop. On the basis of this, charge sheet dated 6-2-05 was issued. During pending enquiry, workman was in employment performing his duties. The charge sheet was served on him through peon book, no satisfactory reply was given to the charge sheet. Management decided to conduct enquiry against him. Shri A.K.Roy was appointed as Enquiry Officer, S.K.Sinha was appointed as Management Representative. Lateron Shri Narendra Singh was appointed as Management Representative as per order dated 26-6-05. Enquiry was conducted on 23-6-05. Ist party workman was allowed services of co-worker., notice of enquiry was served on workman through peon book. Enquiry was adjourned to 24-6-05. Next sitting was fixed 24-6-05. Enquiry was conducted following rules and principles of natural justice. Enquiry was fixed on 27-6-05 copy of chargesheet was provided to CSE. He requested 2 days time for preparing his case. On his request, enquiry was adjourned to 1-7-05. Enquiry was conducted on various dates 4-7-05, 7-7-05, 9-7-05, 5-7-05, 21-7-05. Documents were produced and exhibited during course of enquiry. During enquiry, it is established that complaint had made about unauthorized construction on the land owned by company and used for commercial purpose running stationary shop and offset printing press. 2nd party reiterates that Shri Rajesh Kumar son of Ist party is fully dependent on his income. That story of workman that his son purchased land used by 3 persons. It is for purchaser to confirm the genuiness of the property as well as locus standi of the seller. The responsibility about legality lies on purchaser. Enquiry Officer submitted his report holding Ist party workman guilty of charges. Show-cause notice was issued to Ist party CSE on 29-7-05. The action of the management imposing punishment of removal from service is proper and legal. If enquiry is found vitiated, management request permission to prove misconduct by adducing evidence. All adverse contentions are denied by 2nd party. It is submitted that active members of the Union are the main pillars of the industry. Instead of preventing unauthorized constructions on the land of the company, the CSE himself has done illegal construction on the land of the management on the pretext that others have also done such illegal construction on the land of the management. There was no need to issue 2nd show-cause notice as per standing orders. Considering gravity of misconduct proved against Ist party, punishment of removal imposed against him is legal. On such ground, 2nd party prays that reference be answered in its favour.

6. Ist party workman filed rejoinder reiterating his contentions in Statement of claim.
7. As per order dated 30-6-2015, enquiry conducted against Ist party workman is found legal.
8. Considering pleadings on record and order on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings?	In Affirmative
(ii) Whether order of removal of workman is illegal for the reason it is not issued by Competent Authority?	In Negative
(iii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Affirmative
(iv) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

9. Point No.1- Enquiry conducted against workman is found legal and proper as per order dated 30-1-2015, question whether misconduct alleged against workman is legal or otherwise needs to be decided from evidence in Enquiry Proceedings. Exhibit W-1 charge sheet was issued to workman relates to Qr.No.10 allotted to 1st party workman on the land acquired by the company. The charge pertains to 1st party workman made illegal construction over the land acquired by the company and carrying business of photocopy ad book shop. Learned counsel for 1st party Shri P.Choubey submits that charges are not proved from evidence in Enquiry Proceedings. Enquiry Officer has not considered the evidence properly. The defence of 1st party workman was not considered, documents produced by CSE was not discussed. Enquiry Report is captioned under different heads. The discussion of evidence is found at page 6 of Enquiry Report. Enquiry Officer has considered evidence of MW-1, MW-2 concentrated on the charges leveled against delinquent. Enquiry Officer further observed that delinquent wanted to divert them out from the real issue. And tried to generalize the same. The document as produced by the delinquent that the Plot No. 639 still belongs to a person named Pyare of Jamuna Village has got no validity because in the documents as produced by MW-1 it clearly shows that compensation amount has also been taken by the land owners including Pyare. The delinquent submitted documents to prove that both the shops are being run by his adult son Rajesh Kumar Singh and he has no connection as to the unauthorized running of shops. Though the delinquent submitted Ekrarnama for purchasing the above shops by his son from other person in the year 2003 but it is an established fact that both the shops are being run by Shri Rajesh Kumar Singh the delinquent adjacent to the Ar.No. B/10. Management representative produced copy of LLC LLTC Bill of delinquent for 2003-06 in which name of Rajesh Kumar son of delinquent workman also appears which was produced in the Enquiry proceedings and marked Exhibit M-14. From this, it is established that he is fully dependent upon workman and residing with him.

10. Learned counsel for 1st party workman Shri P.Choubey did not advance any argument w.r.t. above discussion by the Enquiry Officer. It was emphasized that son of delinquent was major and residing separately without referring to Document M-14 produced in the Enquiry Proceeding. Evidence of MW-1 Shri A.K.Dwivedi Survey Officer is crystal clear that the documents M-2 to M-8 map produced by him, land Khasra No. 639 was acquired by NCDCL predecessor of SECL. The notification No. 2974 dated 4-12-1961 was produced in the enquiry w.r.t. acquisition of land and payment of compensation amount. Learned counsel for 1st party did not advance any argument w.r.t. above documents. The evidence of MW-1 Dwivedi is clear that the quarter allotted to delinquent was construction in Khasra No. 639. The land was originally acquired by NCDCL. In cross-examination, MW-1 did not tell about other unauthorized construction made in the township saying that it was not concerned with him. The evidence of management's witness No.1 further shows that he has produced notification issued by Government of India regarding acquisition of land Khasra No. 639. Said copy of notification is produced in the Enquiry Proceedings at Page 26 finds land Khasra No. 639 is acquired from Village Jamuna. The payment sheet of compensation to the land owners is produced in Enquiry Proceedings Exhibit M-9, Page 28. The compensation was paid to Heeralal Pyare. Management's witness No. 2 Shri Gill says that he has received report from Rambahadur Singh, Security Inspector. He had visited on 4-4-05 at 3 PM at the point of double story Qr.B/10. the report was received that making construction by side of said quarter illegally stationary shop and printing press were started. On the basis of said report, chargesheet was issued to the delinquent.

11. Cross-examination of Presenting Officer shows that Shri Rambahadur died prior to the enquiry was conducted. Delinquent has come with the defence that he was not concerned with said illegal construction and stationary shop and printing press business carried in unauthorized construction, his son purchased shop from Pyare. Documents unregistered agreement and copies of Khasra No. 639 P-1, P-2 are produced. Delinquent did not examine his son or Pyare as his witness. Immovable property cannot be sold by unregistered agreement. As per Section 54 of Transfer of Property Act, property above Rs. 100 could be sold only by registered document. The unregistered agreement of sale produced by delinquent even does not find reference that shop purchased from Pyare is constructed in Khasra No. 639. For above reasons, the defence of delinquent workman could not be accepted. Enquiry Officer has not committed any error in rejecting the defence of delinquent employee. As per notification issued by Government of India, when land No. 639 was acquired in 1961, there is no cogent evidence how Pyare established ownership of said land. The report submitted by Shri Rambahadur Singh, FIR copy is produced as document No. 10 in the Enquiry Proceedings,. When Pyare or son of delinquent were not examined as witness, the documents pertaining to the electric bills and tax department simplicitor without any valid evidence can not advance defence of delinquent employee. The findings of Enquiry Officer are supported by evidence of MW-1 & 2 and documents M-1 to M-9.

12. Learned counsel for 2nd party Shri A.K.Shashi submits that evidence in Enquiry Proceedings cannot be re-appreciated. In support of it, learned counsel for 2nd party relies on ratio held in case between

Union of India and others versus A.Nagamalleshwar Rao reported in AIR-1998-SC-III. Their Lordship dealing with power of Tribunal under Section 14 held Tribunal cannot examine evidence produced before Enquiry Officer as it is an appellate court.

Next reliance is placed on ratio held in case of State of Tamil Nadu versus Thiru K.V.Perumal and others reported in 1996(5)SCC-474. Their Lordship dealing with judicial scope of judicial review in the matter of departmental enquiry held the question as to whether charges established on the material available is beyond the scope of judicial review as the Administrative Tribunal is not an appellate authority over the departmental authorities.

Therefore it is not proper on my part to re-appreciate evidence in Enquiry Proceedings.

On above point, Shri P.C.Choubey relies on ratio held in

Roop Singh Negi versus Punjab National Bank arising out of SLP No. 14429/07. In above cited case, their Lordship in Para 17 discussed further more the order of the disciplinary authority as also the appellate authority are not supported by any reason. As the orders passed by them have severe civil consequences, appropriate reasons should have been assigned. If the Enquiry Officer had relied upon the confession made by the appellant, there was no reason as to why the order of discharge passed by the Criminal Court on the basis of self same evidence should not have been taken into consideration the materials brought on record pointout the guilt are required to be proved. A decision must be arrived at on some evidence which is legally admissible. The provisions of the Evidence Act may not be applicable in a departmental proceeding but the principles of natural justice are. As the report of Enquiry Officer was based on merely ipse dixit as also surmises and conjectures, the same could not have been sustained. The inferences drawn by the Enquiry Officer apparently were not supported by any evidence.

The facts of present case are not comparable. The delinquent was not discharged by the criminal court though Shri Rambahadur has reported to police as per Document No.10. learned counsel for 1st party further submits that notice was issued by State Officer to delinquent w.r.t. demolition of unauthorized construction, notice was replied by delinquent thereafter no action was taken. Enquiry Officer did not consider those aspects of the matter. The perusal of record of enquiry shows that order of removal was issued against delinquent on 11-8-05 after considering findings of Enquiry Proceedings dated 20-7-05. The notice by other officer was issued to delinquent on 18-9-05. Said notice was replied on 2-11-05 are subsequent to the order of removal was issued to the order of removal issued of the delinquent. Therefore notice issued by State Officer being subsequent event are of relevant for deciding whether misconduct alleged against delinquent are proved or not. The defence of delinquent that Rajesh his son purchased the shop from Pyare, he was incidentally rendering could not be accepted for the reason that in Exhibit 17, LTTC form, Rajesh is shown as dependent on him. For reasons discussed above, it is clear that findings of Enquiry Officer are supported by evidence and documents. From evidence of MW-1 & 2 and documents produced in enquiry, misconduct alleged against workman is proved. For above reasons, I record my finding in Point No.1 in Affirmative.

13. Point No.2- Learned counsel for delinquent employee Shri P.Choubey submits that order of removal of workman is issued by Sub-Area Manager not Appointing Authority. Therefore order of removal of workman is illegal. The objection was also taken that Sub-Area Manager was not competent to issue charge sheet. Charge sheet Exhibit W-1 is issued by Sub-Area Manager. The order of removal is also issued by Sub-Area Manager.

Learned counsel for 2nd party Shri A.K.Shashi pointed out my attention that document Page -20 note was submitted by Sub-Area Manager to CGM Jamuna Kotma Area for approval. The CGM J&K Area has approved punishment of termination of delinquent employee on 10-8-05. Learned counsel for 2nd party Shri A.K. Shashi on the point relies on ratio held in

Case of State of UP and another versus Chandrapal Singh and another reported in 2003(4)SCC-670. Their Lordship dealing with service law. Departmental enquiry held authority competent to initiate disciplinary proceedings. Authority competent to dismiss or remove an official need not itself initiate or conduct the enquiry proceedings in absence of any express rule requiring it to do so.

Learned counsel for 1st party Shri P.Choubey has not brought any rules contrary that charge sheet should be issued only by Competent Authority. Learned counsel for workman Shri P.Choubey for workman on the point relies on ratio held in case between

Delhi Development Authority versus S.C.Gautam by Delhi High Court. The facts of above case are not comparable. In above cited case, the respondent was convicted under Section 7 & 13-1(d) Prevention of Corruption Act 1988 vide judgment dated 7-4-98 and was sentenced to undergo rigorous imprisonment for 3 years. Vide order dated 8-12-98 passed by Commissioner (Personnel) of petitioner was dismissed under Regulation 19(1) of DDA Regulation 1961. There were rounds of litigation before CAT and Hon'ble High Court and it was found that Vice President of Delhi Development Authority was competent authority for respondent, his dismissal by Commissioner (Personnel) was held illegal.

In present case, order of termination of 1st party is issued by Sub-Area Manager Jamuna Underground Sub-Area Manager after the note was approved by Chief General Manager of J&K Area. For above reasons, ratio held in above

cited case cannot be beneficially applied to case at hand. It is apparent that decision for termination of employee was taken by Chief General Manager as per note approved by him and order was communicated by Sub Area Manager. Therefore order of termination issued to delinquent employee cannot be said illegal. Point No.2 is answered in Negative.

14. Point No.3 Punishment of dismissal is imposed against workman. Learned counsel Shri P.Choubey for Ist party submits that punishment is disproportionate to the alleged misconduct. Evidence of record shows that delinquent was Union activists. The proved misconduct pertains to making unauthorised construction by Qr.B-10 allotted to him. The unauthorized construction is used for carrying business of stationary books and printing press. Carrying unauthorized construction in property acquired by SECL is certainly a serious misconduct. The punishment of dismissal imposed against delinquent employee cannot be said disproportionate, interference is not justified. For above reasons, I record my finding in Point No.3 in Affirmative.

15. In the result, award is passed as under:-

- (1) The action of the management is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2016

का.आ. 1869.—केन्द्रीय सरकार, कर्मचारी राज्य वीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इंडियन रेयर अर्थ लिमिटेड, केरल राज्य के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट अधिसूचना जारी होने की तिथि से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य वीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य वीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य वीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

 - (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
 - (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/08/2014-एस.एस-1]

अजय मलिक, अवर सचिव

New Delhi, the 16th August, 2016

S.O. 1869.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of **Indian Rare Earth Ltd, Udyogamandal, Kerala State** from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:-

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
 - (e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/08/2014-SS-I]

AJAY MALIK, Under Secy.